

HammerTime Fitness Waiver of Release of Liability

Member printed Name:

Address:

City:

State:

Home Phone:

Cell Phone:

Email:

Emergency contact name/number:

How did you hear about us:



I hereby give permission for myself (binding also my personal representatives, heirs, and assigns) to participate in classes, training, programs, activities, exercises including without limitation the use of any stationary bike, and all other equipment (collectively "exercise activities") offered by HammerTime Fitness LLC. I understand the nature of the exercise activities and the use of the equipment and the inherent risk in participating in such activities, whether caused by my actions or inaction or those of HammerTime Fitness, the instructors or other participants. All participation in the exercise activities will be at my sole risk, and I assume all risk and responsibility for any injuries, damages, or losses, regardless of the severity. I represent and warrant to HammerTime Fitness that I am in good health, have all necessary medical approval to participate in exercise activities, and am otherwise competent and qualified to participate in the exercise activities. I agree that at anytime I believe it is unsafe for me to participate in any of the exercise activities, I will immediately inform HammerTime Fitness and discontinue my participation in such activities. I also acknowledge that I have read this entire agreement and agree to be legally bound by its terms as a condition of my participation in any of HammerTime Fitness's exercise activities. In consideration of my participation in HammerTime Fitness exercise activities and use of the studio's facilities and equipment, I (binding also my personal heirs, representatives, assigns) hereby irrevocably release HammerTime Fitness and its members, managers, employees, instructors, independent contractors, agents, representatives, landlords, affiliates, subsidiaries, successors, and assigns and waive and covenant not to sue or seek reimbursements from any of HammerTime Fitness for any and all present or future claims, demands, damages, losses, liabilities and causes of action arising from (1) my presence at HammerTime Fitness's facilities or participation in any of HammerTime Fitness's exercise activities (including without limitation, any personal injury, death, property damages or other losses): (2) my use of any of HammerTime Fitness's exercise equipment, facilities or other property: (3) any damage to, theft or loss of my property: (4) any actions or inactions (including without limitation, any negligent actions or inactions) of any of HammerTime Fitness parties or any other members or participants of HammerTime Fitness exercise activities. Further, I agree to indemnify, defend and hold harmless all of HammerTime Fitness parties from any and all claims, demands, causes of action, costs and fees (including attorney's fees) damages, losses and liabilities arising from (1) through (4) above.

I understand that this Agreement shall continue from the date signed by me and shall not terminate after the membership is canceled. If a parent or guardian does not sign below, I represent and warrant that I am 18 years of age or older.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE BY HAMMERTIME FITNESS. I INTEND FOR THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION IS HELD TO BE INVALID THE REMAINDER OF THE AGREEMENT SHALL CONTINUE TO BE FULL FORCE AND EFFECT. IN ADDITION, I AGREE TO BE BOUND BY AND COMPLY WITH THE RULES AND REGULATIONS ATTACHED HERETO.

Date:

Member Signature:

Signature of parents or guardian is member is under 18 years of age.

PAR Q & YOU

PAR-Q is designed to help you help yourself. Many health benefits are associated with regular exercise, and completion of PAR-Q is a sensible first step to take if you are planning to increase the amount of physical activity in your life.

For most people, physical activity should not pose any problem or hazard. PAR-Q has been designed to identify the small number of adults for whom physical activity might be inappropriate or those who should have medical advice concerning the type of activity most suitable for them.

Common sense is your best guide in answering these few questions. Please read them carefully and check (✓) the YES or NO opposite the question if it applies to you.

YES NO

- 1 Has your doctor ever said you have heart trouble?
- 2 Do you frequently have pains in your heart and chest?
- 3 Do you often feel faint or have spells of severe dizziness?
- 4 Has a doctor ever said your blood pressure was too high?
- 5 Has your doctor ever told you that you have a bone or joint problem such as arthritis that has been aggravated by exercise, or might be made worse with exercise?
- 6 Is there a good physical reason not mentioned here why you should not follow an activity program even if you wanted to?
- 7 Are you over the age of 65 and not accustomed to vigorous exercise?

If
You
Answered

YES to one or more questions

If you have not recently done so, consult with your personal physician by telephone or in person BEFORE increasing your physical activity and/or taking a fitness appraisal. Tell your physician what questions you answered YES to on PAR-Q or present your PAR-Q copy.

programs

After medical evaluation, seek advice from your physician as to your suitability for:

- unrestricted physical activity starting off easily and progressing gradually.
- restricted or supervised activity to meet your specific needs, at least on an initial basis.

Check in your community for special programs or services.

NO to all questions

If you answered PAR-Q accurately, you have reasonable assurance of your present suitability for:

- A GRADUATED EXERCISE PROGRAM – a gradual increase in proper exercise promotes good fitness development while minimizing or eliminating discomfort.
- A FITNESS APPRAISAL – the Canadian Standardized Test of Fitness (CSTF)

postpone

If you have a temporary minor illness, such as a common cold.

- Developed by the British Columbia Ministry of Health. Conceptualized and critiqued by the Multidisciplinary Advisory Board on Exercise (MABE).
Reference PAR-Q Validation Report, British Columbia Ministry of Health, May, 1978.
- Produced by the British Columbia Ministry of Health and the Department of National Health & Welfare.

Hammer Time Fitness 727-916-1655