

Fox Den Fitness LLC

Informed Consent



I, (print name) _____, give my consent to participate in the physical fitness program conducted by **FoxDenFitnessLLC**.

BENEFITS

Participation in a regular program of physical activity has been shown to produce positive changes in a number of organ systems. These changes include increased work capacity, improved cardiovascular efficiency, and increased muscular strength, flexibility, power and endurance.

RISKS

I recognize that exercise carries some risk to the musculoskeletal system (sprains, strains) and the cardiorespiratory system (dizziness, discomfort in breathing, heart attack). I hereby certify that I know of no medical problem (except those noted below) that would increase my risk of illness and injury as a result of participation in a regular exercise program.

TESTING AND EVALUATION RESULTS

I understand that I will undergo initial testing to determine my current physical fitness status. The testing will consist of completing this health inventory, taking a step test or bicycle ergometer test for cardiovascular fitness, and being tested for muscular fitness and body composition.

I further understand that such screening is intended to provide **Fox Den Fitness LLC** with essential information used in the development of individual fitness programs. I understand that my individual results will be made available only to me. I also understand that the testing is not intended to replace any other medical test or the services of my physician. I will be provided a copy of all test results. I may share the results with whomever I please, including my personal physician. By signing this consent form, I understand that I am personally responsible for my actions during my tenure at **Fox Den Fitness LLC**, and that I waive the responsibility of this center if I should incur any injury as a result of my negligence.

NAME: _____

SIGNATURE: _____ DATE: _____



EXERCISE HISTORY INFORMATION

Are you currently involved in a regular exercise program? Yes No

Do you regularly walk or run 1 or more miles continuously? Yes No
 If yes, what is the average number of miles you cover in a workout? _____
 What is your average time per mile? _____

Do you practice weightlifting or calisthenics? Yes No

Are you involved in an aerobic program? Yes No
 If yes, what type(s)? _____

Do you frequently compete in competitive sports? Yes No
 If yes which one(s)?
 Golf Volleyball
 Bowling Football
 Tennis Baseball
 Handball Track
 Soccer Other: _____
 Basketball Average number of times per week: _____

In which of the following high school or college athletics did you participate?
 None Track
 Football Swimming
 Basketball Tennis
 Baseball Wrestling
 Soccer Golf
 Other: _____

or GUARDIAN (for participants under the age of majority)
 Do you frequently compete in competitive sports?
 ry_0805 Walking and/or Running Bicycling (outdoors)
 Swimming Stationary Running
 Stationary Biking Tennis
 Jumping Rope Handball
 Basketball Squash
 Other: _____

Comments: _____

ExerciseHisto

Fox Den Fitness LLC

Medical Release



It is my understanding that _____ will be participating in a fitness evaluation and exercise program. This patient is permitted to participate in the following activities. *(Please check all that apply.)*

1. Comprehensive physical fitness assessment including:

- submaximal aerobic capacity test for cardiovascular endurance
- resting heart rate, resting blood pressure
- body composition analysis
- flexibility
- baseline upper and lower body strength measures
- baseline upper and lower body endurance measures
- other: _____

2. Exercise/rehabilitation program including:

- resistance exercise program
- cardiovascular exercise program
- nutritional recommendations
- other: _____

Please check the appropriate response:

- This patient may participate with no restrictions.
- This patient may participate with the following limitations:

- This patient may not participate. *(If checked, the individual will not be accepted.)*
- Other:

Diagnosis/Recommendations/Comments: _____

SIGNATURE

PHYSICIAN NAME *(please print)*

PHYSICIAN SIGNATURE

DATE

PARTICIPANT NAME *(please print)*

PARTICIPANT SIGNATURE

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating in PHYSICAL FITNESS TRAINING (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge FOX DEN FITNESS LLC, located at 2 Liberty Dr, Ballston Spa, New York 12020, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Fox Den Fitness LLC to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Fox Den Fitness LLC official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Fox Den Fitness LLC AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Fox Den Fitness LLC FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Fox Den Fitness LLC, its agents, and employees.

I agree that this Release shall be governed for all purposes by New York law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, _____ and Fox Den Fitness LLC agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact

Contact Relationship

Contact Telephone

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant's Name:

Participant's Address:

Signature:

Date:

PHOTO RELEASE FORM



I, (the "Releasor") grant permission and consent to Fox Den Fitness LLC (the "Releasee") for the use of the following photograph(s) as identified below for presentation under any legal condition, including but not limited to: publicity, copyright purposes, illustration, advertising, and web content:

Description: Photos taken at or by Fox Den Fitness LLC

Payment

I understand that there shall be no payment for this release.

Royalties

I understand that no royalty, fee, or other compensation shall become payable to me by reason of such use.

Revocation

I understand that with my authorization below the photograph(s) may never be revoked.

We, the Releasor and Releasee, understand and agree to the aforementioned terms and conditions.

Releasor's Signature: _____ **Date** _____

Releasee's Signature: _____ **Date** _____
Fox Den Fitness LLC



Fox Den Fitness LLC Cancellation Policy:

Cancellations made 24 hours or less before an appointment will be subject to a charge of up to the full service rate.

I _____, agree to the terms of the cancellation policy at Fox Den Fitness LLC. I agree to allow Fox Den Fitness to charge any cancellation fees to the form of payment on file.

Signed: _____

Date: _____