



Waiver and Release Form

Par-Q-Health Questionnaire

Has your doctor ever said you have a heart condition and to only engage in physical activity recommended by a doctor?

Do you feel pain in your chest with physical activity, or have you in the past month felt chest pain with physical activity?

Do you lose your balance because of dizziness or ever have loss of consciousness?

Do you have a bone or joint problem that can be made worse by physical activity?

Is your doctor prescribing drugs for blood pressure or a heart condition?

Do you know of any other reason you should not engage in physical activity?

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If you answered YES to one or more questions, talk with your doctor by phone or in person before becoming more physically active and participating in fitness instruction or activity.

Because physical exercise can be strenuous and subject to risk of serious injury, Trunk Trainers Inc. urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest, or participant) agree that if you engage in any physical exercise or activity, or use any online or club amenity on the premises or off premises including any sponsored club event, classes, online courses or workouts, or personal training sessions, you do so **entirely at your own risk**. You agree that you are voluntarily participating in the use of this facility and the activities of Trunk Trainers Inc., and **assume all risk** of injury, illness, or death. We are also not responsible for any loss of your personal property.

This waiver and release of liability includes, without limitation, all injuries which may occur, regardless of negligence, as a result of; (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training session or instruction, (b) the sudden and unforeseen malfunctioning of any equipment and (c) your slipping and/or falling while in the club, or on the club premises, including adjacent sidewalks and parking areas.

You acknowledge that you have carefully read this "waiver and release" and fully understand it is a **release of liability**. You expressly agree to release and discharge Trunk Trainers Inc., and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring legal action against Trunk Trainers Inc. for negligence, personal injury or property damage.

By using the online resources including but not limited to The Trunk Trainers Treehouse, Online Courses, Virtual Challenges, YouTube Channel, and Live Events you are agreeing to these terms and conditions and waiver of liability release.

Note: Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this agreement will remain in full force.

## Terms and Conditions

Please be courteous and kind to all members and guests. The services of Trunk Trainers are provided with the best interest of our members in mind. Trunk Trainers cannot guarantee specific services will always be provided but welcome any input or requests for creating the perfect exercise environment.

### Treehouse

The Trunk Trainers Treehouse is an online community providing wholesome family friendly fitness education and accountability services to compliment our personal training service. Weekly membership access is available for up to 200 individuals, after which time a waitlist will be established on a first come, first served basis. We reserve the right to cancel an existing membership if policies are not followed, including use of profanity, bullying, inappropriate posts or abuse of membership. Spaces, courses, and membership options are subject to change without notice. Cancellation is available at any point with no cancellation fee. There are no refunds for memberships or online courses purchased. Rates are subject to change.

### Personal Training

We strive to provide the best programs possible for our members. Scheduling for personal training sessions is conducted on a first come, first served basis. Trunk Trainers Inc. will honor requests on specific scheduling whenever possible. Specific personal trainers and instructors may not be available or guaranteed and substitutes may be used on occasion.

Packages must be purchased prior to scheduling personal training sessions and private classes to be guaranteed that spot. Payment may be made with cash, check or credit/debit card. \$25 charge for returned checks. **There are no refunds for the personal training or small group packages.** Sessions in package must be used within 6 months of purchase unless otherwise indicated. Packages may be transferred if client is unable to complete sessions due to medical reasons, after transferee completes a Liability Waiver.

There is a 24 hour cancellation policy for rescheduling training sessions and private classes. Cancellation must be made via telephone message, text or email more than 24 hours in advance of scheduled training to **trainer or instructor** in order to not be charged for the session or class. If a training or private class is canceled with less than 24hr notice a complimentary session will be given to the client or member. Some exceptions may apply. **Late policy:** The client has purchased the specific hour they are scheduled for and trainer will remain on location until that hour is complete. The session will begin when the client arrives and will end on schedule. No shows will be charged for the session.

Children may accompany members if they are supervised at all times and do not use equipment in the facility, and they are not disturbing other members, including the neighboring businesses. Parents are responsible for the safety of their children and may be asked to respond to the needs of the child if they are not behaving appropriately. Please take special care with children in the parking lot. Children under 18 must have an adult present during personal training sessions and while using the facility, unless 2 or more staff members are on duty.

I have read and agree to follow the policies set forth in this agreement.

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