



# JENUINE FITNESS WAIVER FORM

185 BROADWAY AVENUE, SAN PABLO, CA 94806

[WWW.JENUINEFITNESS.COM](http://WWW.JENUINEFITNESS.COM)

EMAIL: [JENUINEFITNESS23@GMAIL.COM](mailto:JENUINEFITNESS23@GMAIL.COM)

I, \_\_\_\_\_ (Print name), acknowledge the inherent risks involved when using any type of fitness equipment at Jenuine Fitness, and in all other sports and training sessions relating therein. Accordingly, in exchange for being allowed to participate in any sporting activities and/or activities at Jenuine Fitness, I agree to the following.

**1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Jenuine Fitness and/or any of their affiliates, or the employees, representatives or agents of Jenuine Fitness.

**2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Jenuine Fitness for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Jenuine Fitness, whether caused by the fault of myself, my family, Jenuine Fitness and/or any of their affiliates or other third parties.

**3. INDEMNIFICATION.** I agree to indemnify and defend Jenuine Fitness and/or any of their affiliates against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Jenuine Fitness and/or any of their affiliates.

**4. FEES.** I agree to pay for all damages to the facilities of Jenuine Fitness caused by any negligent, reckless, or willful actions by me or my family.

**5. CONSENT.** I, \_\_\_\_\_ (parent/guardian) of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, consent to the participation in the activity of Physical Mobility related to fitness and performance activities, and agree on behalf of the above minor(s) to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of \_\_\_\_\_.

**6. MEDICAL AUTHORIZATION.** In the event of an injury to the above minor during the above described activities, I give my permission to Jenuine Fitness or to the employees, representatives or agents of Jenuine Fitness to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin on date: \_\_\_\_\_ and will remain in effect until terminated in writing by the undersigned or when the above described activities are completed. Jenuine Fitness shall have the following powers:

- a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;
- b. The power to authorize medical treatment or medical procedures in an emergency situation; and
- c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

**7. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.

**8. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own



# JENUINE FITNESS WAIVER FORM

185 BROADWAY AVENUE, SAN PABLO, CA 94806

[WWW.JENUINEFITNESS.COM](http://WWW.JENUINEFITNESS.COM)

EMAIL: [JENUINEFITNESS23@GMAIL.COM](mailto:JENUINEFITNESS23@GMAIL.COM)

legal counsel review this Agreement if I so desire. I further agree and acknowledge that Jenuine Fitness has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

**9. ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. Accordingly, the Parties specifically reject the application of Cal. Civ. Code §1654 to this Agreement, as well as any other statute or common law principles of similar effect.

**10. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

**11. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and any judgment may be entered upon it by any court having proper jurisdiction.

**12.** I am willing having my picture taken and/or voice recorded and grant you permission to use my picture, my voice and physical surroundings without restriction for Jenuine Fitness purposes, be it print, projection, internet website, videos or any future media market. I express and release Jenuine Fitness or representatives or any institution transmitting ,or exhibiting my picture or voice from any claims arising from such use or distribution.

I agree to be fully responsible for my own participation and hold Jenuine Fitness or representatives harmless from any liability, loss of expense arising from the use of my picture or voice. I also consent to the use of my name, my voice and/or picture, and other material about me for promotional, publicity or organizational purposes.

REGARDING COVID/COLD OR FLU LIKE SYMPTOMS INCLUDING ANY HEALTH ISSUES NOT SPECIFICALLY NAMED HERE:

I ATTEST TO NOT HAVING ANY OF THE FOLLOWING SYMPTOMS FOR THE ABOVE NAMED VIRUSES AND/OR ANY FEVER OR HEALTH ISSUES THAT CAN/WILL PUT ANY OTHER PERSON(S) AT RISK OF CONTRACTING ANY HEALTH ISSUES. I UNDERSTAND IT IS MY RESPONSIBILITY TO REMAIN SEPARATED FROM THE PREMISES AT ANY POINT AND TIME OF NOT FEELING WELL. I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO INFORM THE COACHES/ADMIN OF ANY CONTRACTED VIRUSES AT ANY POINT POST EXPOSURE TO ANY OF THE STUDIO PREMISES.



# JENUINE FITNESS WAIVER FORM

185 BROADWAY AVENUE, SAN PABLO, CA 94806

[WWW.JENUINEFITNESS.COM](http://WWW.JENUINEFITNESS.COM)

EMAIL: [JENUINEFITNESS23@GMAIL.COM](mailto:JENUINEFITNESS23@GMAIL.COM)

**13. EMERGENCY CONTACT.** In case of an emergency, please call \_\_\_\_\_ (Relationship: \_\_\_\_\_) at \_\_\_\_\_ (Day), or \_\_\_\_\_ (Evening).

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_