

THE FITNESS GAP

Member Form Member #: _____ Length of Membership: _____

\$ 25.00 Return
Check Fee

Membership Beginning: _____ Ending: _____

Name: _____

Address: _____

E-mail: _____ Phone: (____) _____

Contact in case of emergency: _____

RELEASE OF LIABILITY – READ BEFORE SIGNING

In consideration of being accepted as a member of **The Fitness GAP** and the use of its equipment and facilities, I, _____, acknowledge, appreciate, and agree that:

1. I have voluntarily chosen to participate in physical exercise which can enhance the musculoskeletal and cardio respiratory systems. I further acknowledge being informed of the possible strenuous nature of this exercise and the potential for unusual but possible physiological results, including but not limited to abnormal blood pressure, fainting, heart attack, injury or death. I further recognize and acknowledge that based upon my previous experience and the instruction/demonstration provided by members of the **Fitness GAP** that I am sufficiently familiar with the equipment and machinery of the facility to use the same in a safe manner, and
2. I have been informed of the need to obtain a physician's examination and approval prior to beginning my exercise program. I fully understand that the program I engage in may be strenuous and my choice to participate in the same is completely voluntary. I accept all responsibility for my health and resultant injury or mishap which may affect my wellbeing or health in any way and affirmatively represent to **The Fitness GAP** that I am of sufficient health to engage in these strenuous physical activities; and
3. **I AM KNOWINGLY, VOLUNTARILY AND FREELY** participating in the activities/exercise available at **The Fitness GAP**, together with the use of all equipment and machinery with full knowledge and understanding and appreciation of the risks of injury inherent in such physical exercise. **I EXPRESS ASSUME ALL RISKS OF INJURY AND EVEN DEATH WHICH COULD OCCUR AS A RESULT OF MY PARTICIPATION, EVEN IF ARISING FROM THE NEGLIGENCE OF THE FITNESS GAP**; and
4. **The Fitness GAP** is, at times, a non-supervised facility and that there are more risks involved during those hours when there is no supervision. I expressly assume the additional risk resulting from said lack of supervision; and
5. I agree to comply with all express and customary terms and conditions for participation, including such rules that are put in place by **The Fitness GAP** from time to time; and
6. I agree to indemnify and hold **The Fitness GAP** harmless from any and all claims arising out of my participation at the facility, including those resulting from the club's negligence at my sole cost and expense. I further assume the risk of all damage, loss of theft of any of my personal property brought to the facility and **The Fitness GAP** has no responsibility for the safe storage of the same.
7. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE AND HOLD HARMLESS THE FITNESS GAP**, its officers, official agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used by **THE FITNESS GAP WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH** or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE FITNESS GAP OR OTHERWISE**, to the fullest extent permitted by law.
8. I expressly agree that the terms contained herein are intended to be as broad and inclusive as permitted by laws of the State of New York. Any provision or portion of this document found to be invalid shall only be invalid with respect to such provision or portion and the remaining provisions of this document shall continue in full force and effect.

I HAVE READ THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ITS PROVISIONS WITH REGARD TO RELEASE OF LIABILITY AND ASSUMPTION OF RISK, FULLY UNDERSTAND ITS TERMS, AND ACKNOWLEDGE THAT I AM FREELY AND VOLUNTARILY ENTERING INTO THE SAME. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THE SAME AND FREELY AND VOLUNTARILY ENTER INTO THIS AGREEMENT.

Print Name: _____

(Member's signature)

Date

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE:

(under age 18 at time of registration) This is to certify that I, as parent/guardian with legal responsibility for this member, do consent and agree to his/her release as provided above of **The Fitness GAP**, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless **The Fitness GAP** from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THEIR NEGLIGENCE**, to the fullest extent permitted by law. I hereby give consent for emergency medical care in the event I cannot be notified. This care may be given under whatever conditions are necessary to preserve the life, limb or well being of my dependent.

Date signed:

(Parent/Guardian signature)

RULES OF CONDUCT FOR MEMBERS OF THE FITNESS GAP:

1. I will at all times engage in exercise and activities only to the level and extent appropriate based upon my own physical capabilities.
2. While the facility is unsupervised, I acknowledge that I am solely responsible for my own health, safety and welfare while engaged in exercise at the facility. In addition to such other limitations, spotters or safety cages will be used at all times for free weight exercises.
3. I will wear appropriate clothing suitable for the exercises to be engaged in.
4. I will be courteous to all other members using the facility and allow for the shared use of the equipment, weights or stations as may be reasonable and appropriate.
5. I will return all weights or other equipment to their appropriate locations/positions after my use. In the event I allow use of the facility by non-members, my membership can be immediately terminated without any refund of any unused portion of my membership fee that has been previously paid.
6. I also understand that it is recommended to attend orientation of the equipment to become familiar with the use of the equipment in a safe way.
7. I understand that the phone on the desk is available for emergency 911 calls only.
8. It is advised by **The Fitness GAP** that I have a medical alert of some type to get medical help if needed.

Date signed:

(Member or Parent/Guardian signature)

Please print name legibly.