



# GUEST WAIVER CONSENT FORM

## The Midnight Sun Athletic Club, LLC

I, \_\_\_\_\_, a FIRST TIME GUEST OF \_\_\_\_\_ (members name) have voluntarily signed in to The Midnight Sun Athletic Club, LLC, a fitness club. I recognize that I may become involved in strenuous physical activity including, but not limited to, muscle strength and endurance training, cardiovascular conditioning and training, and other various fitness activities.

I hereby affirm that I am in good physical condition and do not suffer from any known disability or condition which would prevent or limit my participation in any exercise program. By way of executing this waiver, **I have been advised that an examination by a physician should be obtained by anyone prior to commencing a fitness and /or exercise program or initiating a substantial change in the amount of regular physical activity performed.** If I have chosen not to obtain a physician's consent prior to beginning this fitness program, I hereby agree that I am doing so solely at my own risk. I understand that it is my sole responsibility to participate in exercises that are appropriate for the current status of my health. If I have any questions or concerns about whether or not a particular activity is appropriate to my current health status, I understand it is my responsibility to ask my doctor if this activity is appropriate before I participate in such activity.

I understand that any program is not medically supervised, and fitness exercise program activities are led by independent fitness instructors or other program participants who are not employees or agents of The Midnight Sun Athletic Club, LLC. I agree not to hold The Midnight Sun Athletic Club, LLC responsible for the actions or omissions of the independent instructors or other program participants.

I understand that The Midnight Sun Athletic Club, LLC may, in its sole discretion and at any time, revoke my enrollment or guest status in The Midnight Sun Athletic Club, LLC or any of its activities.

I understand that any exercise or fitness activity involves a risk of injury, as well as abnormal changes in blood pressure, fainting, and a remote risk of heart attack, stroke and/or other serious disability or even death. I am accepting such risks and volunteering to participate with full understanding of the dangers involved. In consideration of my participation in any program or exercise regime, I, \_\_\_\_\_ (guest), hereby waive and release The Midnight Sun Athletic Club, LLC and its successors and assigns, from any and all claims, costs, liability and expense for any injury, loss or damage either known, anticipated or unanticipated arising from my voluntary participation and/or enrollment.

The Midnight Sun Athletic Club, LLC or any party designated by The Midnight Sun Athletic Club, LLC may photograph or film me while I attend the premises of The Midnight Sun Athletic Club LLC and use of any and all such photos, video footage and/or video streaming for promotion, sales, publicity and advertising purposes for all media, including, but not limited to, the internet.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS FORM IN ITS ENTIRETY AND FULLY UNDERSTAND IT. I UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING CERTAIN RIGHTS I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST The Midnight Sun Athletic Club, LLC OR ITS AFFILIATES.

\_\_\_\_\_  
NAME:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Name of guardian of guest (if under the age of 18 years)

**If being added to a current membership – MUST BE RELATIVE OF FAMILY MEMBER – proof of ID required**