



INFORMED CONSENT WAIVER

The Midnight Sun Athletic Club, LLC, (MSAC FITNESS GYM)

I, _____, have voluntarily enrolled as a member of The Midnight Sun Athletic Club, LLC ("MSAC FITNESS GYM") and/or a fitness program offered by MSAC FITNESS GYM. I recognize that any program may involve strenuous physical activity including, but not limited to, muscle strength and endurance training, cardiovascular conditioning and training, and other various fitness activities.

PAYMENTS: I hereby agree that if MSAC FITNESS GYM is unable to process my payment from the designated account provided by me, MSAC FITNESS GYM, is permitted to use any of the other accounts information provided as many times and as often as needed to replace the unpaid payments and service charges as explained in the above noted paragraphs of this agreement shall apply. *My account may also end up being turned over to an outside agency for payment retrieval. I will be held responsible for all costs incurred.*

NSF CHARGES: I will pay a service charge of \$25.00 for any NSF payments due. I understand that three (3) attempts will be made to retrieve payment, after which, I will be subject to the above NSF fee's over and above my membership dues. My membership may also be suspended until payment arrangements can be made.

BREAKING CONTRACT: I understand that I am able to cancel my contract at any time by paying a cancellation fee equal to 40% of the remaining contractual amount owing **AND** an administrative charge of \$90.00. Any recovery charges incurred will also be my responsibility.

MEMBERSHIP AUTO RENEWAL: Memberships and contracts will AUTOMATICALLY RENEW, unless my written notice is received to MSAC FITNESS GYM, within 7 days of my renewal date. All former rules, regulations, agreements, and signatures shall prevail. *I understand that it is my responsibility to be aware of my renewal date and not that of MSAC FITNESS GYM.*

PHYSICAL CONDITION: 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. 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 his 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 MSAC FITNESS GYM. I agree not to hold MSAC FITNESS GYM, responsible for the actions or omissions of the independent instructors or other program participants.

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, (member/ guest), hereby waive and release MSAC FITNESS GYM 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.

SOCIAL MARKETING: MSAC FITNESS GYM or any party designated by MSAC FITNESS GYM may photograph or film me while I attend the premises of MSAC FITNESS GYM 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.

MEMBER BACKGROUND CHECK: In the interest of maintaining the safety and security of our members, employees, and property, MSAC FITNESS GYM will perform a background check on you and any person connected with your membership application.

REVOCACTION: I understand that MSAC FITNESS GYM may, in its sole discretion and at any time, revoke my enrollment in MSAC FITNESS GYM or any of its activities.

*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 MSAC FITNESS GYM OR ITS AFFILIATES.*

*If being added to a current family membership, must be related, OR live in same household proof of ID required

Dated today _____/_____/_____

Name

Copy received: _____ (initial here)

Office file:

Type of ID produced: _____

Copy of ID taken: YES / NO