

**LIABILITY WAIVER**

**IMPORTANT POLICIES CONCERNING YOUR MEMBERSHIP & PERSONAL TRAINING:**

**1. Assumption of Risk** I, for myself, my heirs, executors and assigns, have read and understand this waiver and have been fully informed of and acknowledge, assume and accept the risks inherent in the use of the Club services and facilities and understand that any athletic activity, use of equipment or personal training instruction involves certain risks. I voluntarily assume the risk of injury, accident, death, loss, cost or damage to my person or property which might arise from my use of the Club. I certify that I am in good physical health and am able to undertake and engage in the range of physical activities in which I choose to participate. I assume all responsibility for updating the Club of changes in physical and mental condition and for reporting all injuries sustained at the Club to the manager on duty at the time.

**2. Release and Waiver of Liability** I release the Club its owners, officers, employees or agents, from any and all claims and liabilities, not resulting from the acts or omissions of the Club, its owners, officers, employees or agents. I further release the Club, its owners, officers, employees or agents, from any and all claims and liabilities including those resulting from the negligence of the Club and its owners, officers, employees or agents, to the extent allowable on duty at the time.

**3.** **Use of Center Facilities:** My membership plan type determines which facilities I am entitled to use at the Club. Club management may from time to time change the rules governing the operations of the Club, schedules of activities and hours open. Members shall be provided with notice of these changes. Unauthorized use of facilities many result in membership suspension or cancellation. Club management may suspend or cancel the rights, privileges, or memberships of any Member/Client whose actions are detrimental to the enjoyment of the Club facilities by other Members, or for failure to comply with Club rules

**4**. **Equipment and Services**: The Club is equipped with exercise machines, free weights, cardiovascular training equipment and various amenities. Certain services may require additional charges such as laundry service, personal training, etc. Management reserves the right to make reasonable changes in equipment, facilities, and services.

**5. House Charge Authorization**: By signing this agreement, I am also agreeing to authorize The Arena Fitness LLC to accept house charges for myself and any other members billed to my account. I understand that these charges will be collected electronically along with my monthly dues amount if applicable. Any fees uncollected will be subject to the service fee. Overdue member fees will be back dated.

**6.** **Member/Client Conduct**: All members must respect the facility, staff, and fellow members. Jeans, work boots, and shoes are not permitted during workouts. Cell phones and food are not allowed on the gym floor.

**7. Enforcement**: If any provision of this contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision of this contract, which shall remain in full force and effect.

**8**. **Cancellation Policy**: I understand that for all services there is a 24 hour cancellation policy to avoid being charged. Members may cancel a month to month no contract membership at any time with 30 days written notice. All paid in full options are non refundable except for medical reasons. Less than 30 days notice requires a medical note or for corporate clients leaving the building. Memberships may be revoked at any time without notice due to management discretion including but not limited to unethical behavior, profanity, poor hygiene, harassment of fellow members, and stealing.

**9. Balance Equipment Policy**: I understand that balance equipment is not for general member use and should be used under the supervision of a Personal Trainer.

**\*(Please note that a parent or guardian must sign at the bottom of this form if the member is under 18 years of age)**

All members will be signed up to receive The Arena emails and promotions, including monthly specials, newsletters, and health/exercise tips. Your information is never shared. Check here if you do not wish to receive emails □

***PLEASE NOTE THAT ONLY MEMBERS OVER THE AGE OF 16 YEARS MAY USE THE FACILITY WITHOUT PARENTAL SUPERVISION OR PERSONAL TRAINER!***

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***PERSONAL TRAINING Terms of Agreement:***

1. ***All sessions cancelled less than 24 hours before the agreed time will forfeit the full session. All packages expire after 6 months.***
2. *Fit and Functional, THE ARENA, and Next Level Speed in their sole discretion, reserves the right to revoke participant’s registration in the program for any reason.*
3. *In the event of revocation of participant’s registration, participants shall receive a pro-rated refund based on the number of sessions left. Participant forfeits services if revocation is based on unethical conduct.*
4. *Sessions are purchased from Fit and Functional, THE ARENA, and Next Level Speed, not any individual.*
5. *Each session represents 1 hour, 45 minutes, or 30 minutes depending on the package.*
6. ***This agreement is non-cancelable or transferable by the participant.***
7. ***Medical disclaimer and assumption of risk:*** *participant acknowledges that the program may involve strenuous activity and that he/she develops of any health condition, which might restrict participation in the program. Participants are aware that this program involves certain risks of injury and he/she expressly assumes full risk and responsibility for any and all accidents or injuries sustained by reason of participation in the program.*
8. ***PRIVATE INSTRUCTION PROHIBITED!*** *Participant acknowledges that retaining the service of or compensating any employee for providing participant with private instruction in any activity is strictly prohibited and will result in forfeiture of services owed.*
9. ***Termination of sessions -*** *Participant acknowledges that there are no refunds on programs or services. These programs cannot be extended past the expiration date noted unless proof of medical inability to complete these sessions is provided****.***
10. ***Trainer availability -*** *The participant reserves the right to change trainers at any time for any reason. In the event that a trainer is no longer employed by Fit and Functional, the participant must choose another trainer to continue the session during its scheduled time frame.* ***Absolutely no refunds!***

**(X) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Member Name**

**(X) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Member Signature Date**

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**\*Signature of Parent or Guardian Date**

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