

# TWO PEAKS FITNESS

## WAIVER, RELEASE OF LIABILITY & ASSUMPTION OF RISKS

To be Completed and Signed by every Member and Guest using the Two Peaks Fitness Facility (hereinafter, the "Facility"):

DISCLAIMER: THE FACILITY IS NOT RESPONSIBLE FOR ANY INJURY, INCLUDING DEATH, OR LOSS OF PROPERTY TO ANY PERSON SUFFERED WHILE ON THE PREMISES OR PARTICUPATING IN THE USE OF THE FACILITY FOR ANY REASON INCLUDING BUT NOT LIMITED TO THE UTILIZATION OF ANY EQUIPMENT OR THE PLAYING, PRACTICING, OR SPECTATING OF ANY ACTIVITY OCCURRING IN OR ABOUT THE FACILITY PREMISES.

In consideration of my participation in and use of the Facility, I hereby release and covenant not to sue the Facility, its owners, shareholders, directors, officers, employees, representatives, agents, and lessees from any and all present and future claims resulting from ordinary negligence and inherent risk of use of the facilities and equipment of the Facility; including but not limited to any loss, injury, damage, or liability sustained by me while on or about the premises of the Facility.

I am fully aware and understand that the Facility does not have on or about the Facility premises, or employ or contract with any medical services, provisions for ordinary or emergency medical services including but not limited to emergency cardiovascular assistance.

I am also fully aware and understand that such losses, injury, disability, or death may result from the actions, in actions or negligence on my part, on the part of the Facility, on the part of others, the rules of play, or the condition of the Facility's premises or equipment.

I agree that immediately prior to participating in any activity occurring in or about the Facility's facilities I will inspect the facilities and equipment to be used and if any defect is apparent, I will not use the facility or equipment and I will notify the management of the Facility of the defect.

I further agree that if I am not knowledgeable in the proper use of any of the Facility's facilities or equipment, I will obtain proper instruction for the correct use of such facility or equipment from a qualified individual before I will use the facility or equipment.

I further agree to indemnify and hold harmless the Facility, its owners, shareholders, directors, officers, employees, representatives, agents, and lessees for any and all claims arising from my involvement in or receiving instruction for the Facility's activities incidental thereto wherever, whenever, and however the claims may arise; including but not limited to travel to and from the Facility or related activity sites and participation at remote sites.

I further agree that if I am not knowledgeable in the proper use of any of the Facility's facilities or equipment, I will obtain proper instruction for the correct use of such facility or equipment from a qualified individual before I will use the facility or equipment.

To promote the safety of all persons and the security of its Facility, Two Peaks Fitness may conduct video surveillance of its premises at any time. Video cameras will be positioned in appropriate places within and around the Facility, except private areas of restrooms, showers, and dressing rooms.

I assume all the foregoing risks and accept personal responsibility for any damages and loss following any loss of property, injury, permanent disability, or death resulting there from.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE WAIVER, RELEASE, AND ASSUMPTION OF RISK AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS WAIVER, RELEASE, AND ASSUMPTION OF RISK, AND SIGN IT VOLUNTARILY.

Any person under the age of 18 years must have a parent or guardian co-sign this form.

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

This institution is an equal opportunity provider and employer.

**PLEASE READ AND SIGN BACK SIDE**



## POLICIES

1. A release of liability form must be signed and completed before beginning your first workout. The form will be kept on file.
2. Memberships are to be paid in full once a month and are due the first of the month. Unless prior arrangements are made, if you have not paid by the 3<sup>rd</sup> working day of the month, your door code will be disabled and a \$10.00 late fee assessed. We do not credit or refund unused memberships. If for medical reasons, you are unable to use your membership for 30 days or more, we can put it on hold when notified in advance.
3. Members are required to sign in upon arrival at facility.
4. Use extreme caution in the exercise facility.
5. Return all equipment and attachments to their proper places when not in use. This includes benches.
6. Return all weights and dumbbells to proper racks after each use.
7. Do not place dumbbells, weight plates, or bars on upholstered bench pads.
8. Do not drop weights or dumbbells on the floor.
9. Do not lean weight plates on any of the equipment.
10. Do not hang weights together; this will harm you and the equipment.
11. Make sure all clamps and turn knobs are secured for each use.
12. No children less than 15 years old allowed on any of the equipment without adult supervision. Children using equipment with supervision must be at least 10 years old.
13. If someone is waiting to use cardio equipment, please limit yourself to 20 minutes.
14. No one may use free weights on a bench without another person in the near vicinity.
15. Non-participants of scheduled classes are not to enter the classroom area during class times.
16. All classes will be available by sign-up scheduling. You must also sign-in for class.
17. No food permitted on or around any of the equipment. Plastic water bottles only allowed. (No gum allowed in the facility.)
18. No bottles or glass containers permitted in the vicinity beyond the reception area for your own safety.
19. No one is permitted in the facility that is under the influence of alcohol or drugs.
20. Please wear only sneakers in the facility. Bring a change of shoes during bad weather. Please do not wear cleats - they damage our floors.
21. Shirts required at all times.
22. Please place your trash in the trashcans before you leave.
23. We have the right to refuse service to anyone.
24. Individuals applying for low-income memberships must show low-income status by presenting SNAP or Medicaid card.
25. Have a great and safe workout!!!

**Violations of the above policies will result in termination of membership.**

I certify that I have read and understand these policies \_\_\_\_\_