



## WAIVER & RELEASE FORM

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Referral: \_\_\_\_\_ Birthday: \_\_\_\_/\_\_\_\_/\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

Because physical exercise can be strenuous and subject to risk of serious injury, Heavy Metal Fitness encourages you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. As a client of Heavy Metal Fitness, you agree that if you engage in any physical exercise or activity, or use any amenity on the premises or off premises including any business sponsored event, you do so **entirely at your own risk**. Any recommendation for changes in diet including the use of food supplements, weight reduction and/or body building enhancement products are entirely your responsibility and you should consult a physician prior to undergoing any dietary or food supplement changes. You agree that you are voluntarily participating in these activities and use of these facilities and premises and **assume all risks** of injury, illness, or death. We are also not responsible for any loss of your personal property.

This waiver and release of liability includes, without limitation, all injuries which may occur as a result of: (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment (c) our instruction, training, supervision, or dietary recommendations, and (d) your slipping and/or falling while in our facility, or on our premises, including adjacent sidewalks and parking areas.

You acknowledge that you have carefully read this "waiver and release" and fully understand that it is a **release of liability**. You expressly agree to release and discharge Heavy Metal Fitness, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring legal action against Heavy Metal Fitness, the trainer, or instructor for personal injury or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Heavy Metal Fitness, its trainers, and employees.

If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

**By signing this release, I acknowledge that I understand and agree to its contents.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian if under 18: \_\_\_\_\_

**More on back >>**



## PRICING & POLICY AGREEMENT

I agree to abide by the following list of policies at Heavy Metal Fitness (please initial each):

- \_\_\_\_\_ All training packages are non-refundable. 100% of the total amount is due at purchase.
- \_\_\_\_\_ Cancellation of session with less than 24 hours notice will result in the forfeiture of one session.
- \_\_\_\_\_ All training packages will expire 6 months after the purchase date. Outstanding sessions will be forfeited after the expiration date.
- \_\_\_\_\_ Tardiness will cause the training session to be reduced by the amount of time the client is late. Tardiness in excess of 15 minutes will cause forfeiture of the session.
- \_\_\_\_\_ Classes: All class passes are non-refundable. Credit will not be given for missed classes. All class passes will expire at the end of the posted session block date. Outstanding sessions will be forfeited after the expiration date.
- \_\_\_\_\_ Client Privacy: To ensure the privacy of all of our guests, clients must wait in their car until the time of appointment and leave upon finishing their session. Anyone being picked up at the end of a session must make sure their ride is on time. Clients may not bring in an accompanying guest or child. Parents of any youth/teen clients will have to drop their kids off, but not come inside.
- \_\_\_\_\_ I understand and agree to bring to the attention of the trainer any medical problems, medication changes or other health-related issues that I develop, whether or not they are directly related to exercise. Personal training staff reserve the right to require medical clearance from any client they feel may be at risk. Clients should not go to their session if they are currently positive for Covid-19.

## COVID-19 GUIDELINES

COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Heavy Metal Fitness has put in place preventative measures to reduce the spread of COVID-19; however, HMF cannot guarantee that you will not become infected with COVID-19 or any other contagious virus or disease. Further, attending HMF could increase your risk of contracting COVID-19. By attending HMF, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed to or infected by COVID-19 or other illnesses by attending HMF. This applies to all future and past pandemics.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian if under 18: \_\_\_\_\_