



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 its content and that this release cannot be modified orally.

Signed: _____ Date: _____

Parent or Guardian if under 18: _____

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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.
- _____ 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.

Signed: _____ Date: _____

Parent or Guardian if under 18: _____

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. **Heavy Metal Fitness (“HMF”)** 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. Further, attending HMF could increase your risk of contracting COVID-19.

HMF is taking extra precautions with the care of every client to include enhanced sanitation/disinfection procedures in accordance with the Indiana Department of Health & CDC guidance. HMF is following these enhanced procedures to prevent the spread of COVID-19:

- Prepayment for services available if clients prefer contactless checkout
- Clients must wait in car until the time of appointment to prevent client contact with each other
- Clients may not bring in an accompanying guest or child
- Clients are strongly encouraged to wear a face mask while entering/exiting
- Clients are required to wash hands upon arrival and before leaving
- Your trainer will wear a clean face mask at all times and will thoroughly clean hands
- All surfaces and equipment will be wiped thoroughly before and after each client
- Sessions will be bodyweight or dumbbell only
- Client & Trainer will be maintaining social distancing at all times

I agree to the following: *

_____ I understand the symptoms of Covid-19 (fever, fatigue, dry cough, and difficulty breathing) and affirm that I / all household members do not currently have, nor have experienced the symptoms listed above WITHIN THE LAST 14 DAYS.

_____ I affirm that I / all household members have not been diagnosed with COVID-19 WITHIN THE PAST 30 DAYS.

_____ I affirm that I / all household members have not knowingly been exposed to anyone diagnosed with COVID-19 WITHIN THE PAST 14 DAYS.

_____ I agree to each statement above and release HMF from any and all liability for the unintentional exposure or harm due to COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending HMF and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at HMF may result from the actions, omissions, or negligence of myself and others, including, but not limited to, HMF employees, owners, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at HMF or participation in HMF programming (“Claims”). On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless HMF, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of HMF, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any HMF program.

Signature

Print Name

Date