

MEMBER/GUEST LIABILITY WAIVER LIFE FITNESS CENTER, LLC
520 WILSON AVE., Crescent City CA 95531
(707)465-3070 LifeFitness24@yahoo.com 24hourlifefitness.com

Member Name: _____ DOB: ____/____/____
Responsible Party Name (payee and or guardian): _____
Address: _____
City: _____ Zip: _____
Phone: (____) _____ Email address: _____

Membership Type: Individual 24 Hour ____ 24 Hour Two or More ____ Monthly Limited ____
Discounts: CG ____ HS ____ Senior ____ Military ____ Prepaid 1 Year ____ Prepaid 6 Months ____

Policies and Procedures: Please Read Thoroughly

***There will be no refund for unused months on Prepaid memberships**

1. **The Undersigned and/or Parent and/or Legal Guardian** hereby releases, discharges and covenants not to sue Life Fitness Center LLC, its directors, officers, employees, and agents (hereinafter referred to as "the center") from all liability to the undersigned, his personal representatives, assignees, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the persons or property or resulting in death of the undersigned, whether caused by the negligence of the "the center" or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with Life Fitness Center LLC.
2. **The Undersigned and/or Parent and/or Legal Guardian** agrees to indemnify, save, and hold harmless the "the center" from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the Life Fitness Center LLC premises or in any way observing or using any facilities or equipment of Life Fitness Center LLC or participating in any program affiliated with Life Fitness Center LLC whether caused by negligence of the "the center" or otherwise.
3. **The Undersigned and/or Parent and/or Legal Guardian** hereby assumes full responsibility for and risk of bodily injury, death or property damage due to negligence of "the center" or otherwise while in, about, or upon the premises of Life Fitness Center LLC and/or while using the premises or any facilities or equipment thereon participating in any program affiliated with Life Fitness Center LLC.
4. **The Undersigned and/or Parent and/or Legal Guardian** further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
5. **The Undersigned and/or Parent and/or Legal Guardian** has read, understand, agrees with and voluntarily signs the release and waiver of liability and indemnity agreement, the undersigned further agrees that no oral presentations, statements or inducements apart from the foregoing written agreement have been made and that Life Fitness Center LLC has the right to cancel a membership for any reason at any time.
6. **The Undersigned and/or Parent and/or Legal Guardian** agrees that only individuals directly employed by Life Fitness Center LLC will provide personal training, weight training instruction or other types of training.

The Undersigned and/or Parent and/or Legal Guardian has READ, UNDERSTAND AND AGREES with this RELEASE. Life Fitness Center LLC reserves the right to cancel any membership, at any time, for any reason. *There will be no refund given for unused time on prepaid memberships.

PRINT NAME

Signature

Date

Parent or Legal Guardian PRINT NAME

Parent or Legal Guardian Signature

Date

ADDENDUM TO MEMBERSHIP AGREEMENT

Rules and Procedures

1. Due to safety factors associated with exercising or engaging in activities during unstaffed and/or unmonitored hours, no member will be allowed to bring a guest without permission from a representative of LIFE FITNESS CENTER **prior** to entering the workout area. Guests must sign a liability waiver before participating in any exercise activity. A 24-hour advance notice is required before bringing a guest to the facility. _____ **Initial**
2. Members will wipe off each piece of equipment used immediately after completing their final set. _____ **Initial**
3. Members will not drop, bang or throw weights. Members will return weights and equipment to appropriate racks. _____ **Initial**
4. Members will not make unnecessary noise or disturb other members. _____ **Initial**
5. All persons under the age of 18 must have a liability waiver, signed by a parent or legal guardian, prior to participating in any activity. _____ **Initial**
6. Members will not remove anything not belonging to that member, including but not limited to any piece of equipment belonging to LIFE FITNESS CENTER from the premises. _____ **Initial**
7. Shoes **MUST** be worn at all times. Open-toe shoes are **NOT** allowed. _____ **Initial**
8. Non-member spouses, non-member children, non-member family members and non-member friends are not permitted to be in the facility or lobby afterhours. _____ **Initial**
9. There will be a **deposit of \$10.00 for access cards/fobs**. There will be a **\$10 charge for lost or non-returned access cards/fobs**. Access cards/fobs remain the property of LIFE FITNESS CENTER and must be returned at the time membership expires or is cancelled for deposit refund. _____ **Initial**
10. Access cards/fobs must be returned within one week of membership cancellation or expiration to receive a deposit refund. _____ **Initial**
11. Each member **understands and agrees** not to loan his or her access card/fob to another member or nonmember for any reason. _____ **Initial**
12. EACH MEMBER WILL SUPPLY THEIR OWN SWEAT AND/OR SHOWER TOWEL. _____ **Initial**
13. EACH member will scan their **own** access card/fob at the front access door to gain access **and at the front counter at each visit**. _____ **Initial**
14. EACH member understands and agrees that any violation of the above rules and procedures will result in the loss of access and membership privileges. _____ **Initial**

I have read, understand, and agree to the aforementioned rules and procedures, in signing this addendum, I agree to comply with each rule and procedure. I understand and agree that any violation of these rules may result in conditions specified in Rule No. 14. I understand and agree that there will be no refund given for unused time on prepaid memberships.

Date: _____

Liability Waiver for 24-hour Access Membership

Absence of Supervision

I understand, agree and accept that LIFE FITNESS CENTER is not supervised, staffed or monitored after posted office hours. _____ **Initial**

I understand, agree and accept that if I choose to enter LIFE FITNESS CENTER, exercise, use the equipment or engage in activity after posted office hours, LIFE FITNESS CENTER will not be staffed, supervised or monitored. _____ **Initial**

I understand, agree and accept that when LIFE FITNESS CENTER is not staffed or supervised, it may be impossible for anyone to be summoned from on or off the premises, to provide and emergency response to me that I may need. _____ **Initial**

I understand, agree and accept that any exercise activity in an unsupervised, unstaffed or unmonitored setting increases the risk to me associated with the occurrence of adverse events and the provision of timely emergency response. _____ **Initial**

I have chosen to engage in such exercise activity, without supervision, staffing or monitoring and assume all additional risks associated with such including the possibility of injury, enhanced injury, greater or more severe injury or even death. I release, discharge and acquit LIFE FITNESS CENTER LLC, all of its directors, officers, employees, representatives and agents from any and all claims or causes of action related to my use of LIFE FITNESS CENTER LLC, its equipment and/or the lack of emergency response or timely emergency response for me if I need such. I hereby expressly assume all such risks. _____ **Initial**

Lack of CPR Response

I understand, agree and accept that LIFE FITNESS CENTER does not have personnel trained in cardiopulmonary resuscitation (CPR), on the premises, at all times. As a consequence, I understand, agree and accept that if I enter the premises of LIFE FITNESS CENTER and/or engage in activity and if I suffer an event that would be responsive to CPR, no such response will be forthcoming. _____ **Initial**

I understand, agree, and accept that LIFE FITNESS CENTER relies solely on public emergency medical services (EMS) for responding to an event that would benefit from CPR. I understand, agree and accept that EMS response times may be, and probably will be, longer than if CPR were available on site at all times. _____ **Initial**

I understand, agree, accept and appreciate these facts and risks. I have chosen to engage in actively on the premises of LIFE FITNESS CENTER during unsupervised, unstaffed and/or unmonitored times. I understand, agree and accept that the risks include the possibility of injury, enhanced injury, greater or more severe injury, disability or even death. I release, discharge and acquit LIFE FITNESS CENTER LLC, all of its directors, officers, employees, representatives and agents from any and all claims or causes of action related to my use of LIFE FITNESS CENTER LLC, and its equipment during unsupervised, unstaffed and/or unmonitored times after posted office hours when the use of CPR or other emergency response may not be available to me, and which is related to the ordinary negligence of those released hereby or anyone else. I understand, agree and expressly assume all such risks. _____ **Initial**

I understand and agree that my membership will be cancelled immediately, without refund, if I loan my access card or bring a non-member into LIFE FITNESS CENTER without prior consent from a staff member. _____ **Initial**

I understand and agree that no refunds will be given, for unused time, on prepaid memberships. _____ **Initial**

Print Name

Signature

Date