

RELEASE, WAIVER OF LIABILITY & INDEMNIFICATION AGREEMENT ■ 3-DAY NOTICE

You the buyer, may cancel this Agreement at any time prior to midnight of the third business day of the Gym after the date of this Agreement, excluding Sundays and holidays. To cancel this Agreement, mail or deliver a signed and dated notice, which states that you the buyer, are canceling this Agreement, or words of similar effects. Such notice shall be sent to Active Strength and Conditioning, llc, 15075 Goldenwest St., Huntington Beach CA 92647. Active Strength and Conditioning, llc will refund any payments made by you minus the cost of any services rendered by Active Strength and Conditioning, llc within ten days of receiving notice.

This form is an important legal document. It explains the risks you are assuming by beginning an unsupervised exercise program. It is critical that you read and understand it completely. After you have done so, please print your name legibly and sign in the spaces provided at the bottom. This is a waiver, informed consent, and covenants not to sue. I am volunteering to participate in a program of physical exercise under the direction of Active Strength and Conditioning, llc which will include, but may not be limited to nutrition, weight and resistance training. In consideration of Active Strength and Conditioning, llc agreement to instruct, assist, and train me, I do hereby forever release, discharge, and hold harmless Active Strength and Conditioning, llc and their respective agents, heirs, assigns, contractors, and employees from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with my participation in this or any exercise program including any injuries resulting there from. THIS WAIVER AND RELEASE OF LIABILITY INCLUDES, WITHOUT LIMITATION, INJURIES WHICH MAY OCCUR AS A RESULT OF (1) EQUIPMENT THAT MAY MALFUNCTION OR BREAK (2) ANY SLIP, FALL, DROPPING OF EQUIPMENT AND (3) OUR NEGLIGENT INSTRUCTION OR SUPERVISION.

Assumption of Risk

I recognize that exercise might be difficult and strenuous and that there could be dangers inherent in exercise for some individuals. I acknowledge that the possibility of certain unusual physical change during exercise does exist. These changes include abnormal blood pressure, fainting, disorders in heartbeat, heart attack and in rare instances, death. I understand that as a result of my participation in an exercise program, I could suffer an injury or physical disorder that could result in my becoming partially or totally disabled and incapable of possible gainful employment or having a normal social life. Participant understands that in case of injury, the only medical treatment Active Strength and Conditioning llc will provide is first aid.

_____ (Initial) I recognize that an examination by a physician should be obtained by all participants prior to involvement in any exercise program, and hereby agree to such prior to my participation in the program.

I have chosen not to obtain a physician's exam and advice prior to beginning this exercise program with Active Strength and Conditioning, llc; I hereby agree that I am voluntarily and knowingly doing so at my own risk. In any event, I acknowledge and agree that I assume the risks associated with any and all activities and/or exercises in which I participate. I acknowledge and agree that no warranties or representations have been made to me regarding the results I will achieve from this program. I understand that results are individual and may vary. I acknowledge that I have thoroughly read this waiver and release and fully understand that it is a release of liability. By signing this document, I am waiving any right I or my successors might have to bring a legal action or assert a claim against Active Strength and Conditioning, llc for your negligence or that of your employees, agent or contractors.

Client understands and hereby agrees to allow the use of their image for all group photos and videos by Active Strength and Conditioning (ASC) for use in all their marketing avenues, including, but not limited to, Print, Internet and Video without additional consent and without compensation at this time or any other time.

By my signature I indicate that I have read and understand this Waiver of Liability. I am aware that this is a waiver and a release of liability and I voluntarily agree to its terms.

Participant's Name (Please Print): _____ Date: _____

Participant's Signature: _____



Physical Activity Readiness Questionnaire (PAR-Q)

PAR-Q is designed to help you help yourself. Many health benefits are associated with regular exercise, and the completion of PAR-Q is a sensible first step to take if you are planning to increase the amount of physical activity in your life. For most people, physical activity should not pose any problems or hazard. PAR-Q has been designed to identify the small number of adults for whom physical activity might be inappropriate for those who should have medical advice concerning the type of activity most suitable for them.

Common sense is your best guide in answering these few questions. Please read carefully and check YES or NO opposite the question if it applies to you. If yes, please explain.

YES	NO	
		1. Has a doctor ever said you have heart trouble?
		2. Do you frequently have pains in your heart and chest?
		3. Do you often feel faint or have spells of severe dizziness?
		4. Has a doctor ever said your blood pressure was too high?
		5. Has a doctor ever told you that you have a bone or joint problem(s), such as arthritis that has been aggravated by exercise, or might be made worse with exercise?
		6. Is there a good physical reason not mentioned here why you should not follow an activity program even if you wanted to?
		7. Are you over the age of 60 and not accustomed to vigorous exercise?
		8. Do you suffer from any problems of the lower back, i.e., chronic pain or numbness?
		9. Are you currently taking any medications? If YES, please specify.
		10. Do you currently have a disability or a communicable disease?

If you answered NO to all questions above, it gives a general indication that you may participate in physical and aerobic fitness activities and/or fitness evaluation testing. The fact that you answered NO to the above questions, is no guarantee that you will have a normal response to exercise. If you answered YES to any of the above questions, then you may need written permission from a physician before participating in physical and aerobic fitness activities and/or fitness evaluation testing at Active Strength and Conditioning Ilc.

Printed Name

Signature

Date

Note: If you contract a communicable disease, it is your responsibility to inform Active Strength and Conditioning Ilc of this condition and your membership may be suspended until the condition is cured or in a state of remission.