



**24 HOUR ACCESS CLUB
WAIVER & RELEASE FORM
MEMBER# _____**

You have agreed to purchase a membership at Blaine Everyday Fitness Inc that allows you access at any time. As such, you are aware that there will be NO SUPERVISION OR ASSISTANCE DURING CERTAIN HOURS. You are also aware that if you are injured, become unconscious, suffer a stroke or heart attack , that there will likely be no one to respond to your emergency and this facility has no duty to provide assistance to you. Even though this facility is equipped with surveillance cameras and panic buttons, if it is likely that you should require immediate assistance, none will be provided. We HIGHLY recommend that you have a workout partner accompany you while at the club, but it is entirely up to you.

INITIAL _____

Because physical exercise can be strenuous and subject to risk of serious injury, the club urges you to obtain a physical examination from a doctor before using any exercise equipment or participate in any exercise activity. You (each member, guest, or participant) agree that if you engage in any physical exercise or activity, or use any club amenity on the premises or off premises including any sponsored club event, you do so **ENTIRELY AT YOUR OWN RISK**. You agree that you are voluntarily participating in the use of this facility AND ASSUME ALL RISKS of injury, illness, or death. We are also not responsible for loss of any of your personal property.

INITIAL _____

This waiver and release of liability includes without limitation, all injuries which may occur, regardless of negligence, as a result of;(a) your uses 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 and (c) your slipping and/or falling while in the club, or on the club premises, including adjacent parking areas and sidewalks

INITIAL _____

You acknowledge that you have read carefully this "waiver and release" and fully understand that it is a RELEASE OF LIABILITY. You expressly agree to release and discharge the club, 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 the club for negligence, personal injury or property damage.

INITIAL _____

SIGNED: _____

PRINTED NAME: _____

DATED: ____/____/____



24 Hours Club Policies and Membership Guidelines

We do have set guidelines in place that ensure the safety and comfort of all members at all times. Members and guests acknowledge that you are physically able to engage in any activity, program or training provided and agree that all exercises and use of this facility are undertaken at your sole risk. You also agree to accept full responsibility for all personal belongings. _____ **Initial**

No guest or children under 18 are allowed in the facility unless pre-authorized from management. Under no circumstance may a member bring an unauthorized guest into the facility during non staffed hours' Violators will have there membership terminated and under no circumstance will any money for the membership be refunded. _____ **Initial**

We prohibit the use of our facilities of any use of personal trainer's not employed or insured trainers by Blaine Everyday Fitness Inc. Violators will have there membership terminated and under no circumstance will any money for the membership be refunded _____ **Initial**

Non -Payment of any charge constitutes default in the agreement. If monthly account payment is not received with in 10 days of its due date members 24 hour access will be disrupted. Member agrees to pay a \$15 reactivation fee for reinstatement of 24 hour access privilege. _____ **Initial**

Other Club Policies:

- Appropriate athletic shoes only. No streets hoes, boots or sandals are allowed in the workout areas.
- Shorts, sweat pants, tee shirts, tank tops and spandex accessories may be worn if deemed appropriate by the club management.
- Clean workout clothing is required. The management will address unsatisfactory hygiene conditions and corrective action may be required.
- Please avoid the use of heavy perfume or cologne.
- No belt buckles, blue jeans or loose jewelry may be worn in the workout area.
- Please be courteous at all times.
- Swearing, Grunting, and derogatory remarks involving any other member or club personnel will not be permitted
- Allow others to work in during your rest Periods.
- Keep hands and feet away from all moving parts and weight stacks.
- Do not attempt to repair or adjust any equipment that has malfunctioned.
- Report any equipment problem immediately to the staff'
- Wipe off equipment and benches after each use.
- Again, be courteous at all times. Allow others to work in during rest periods.
- Rack all weights after each use.
- If dumbbells appear loose or cracked, report the item to the staff immediately.
- Always use a spotter when attempting maximum weight.
- Collars and clips must be used for free bar lifting.
- Water bottles with spill-proof lids are allowed in all areas of the club. _____ **Initial**

Management of Blaine Everyday Fitness Inc. may suspend or cancel the rights' privileges, or membership of any member in default under this agreement or whose actions are detrimental to the enjoyment of the club by other members. Any illegal activity will be reported to the authorities. Failure to abide by health club rules and regulations also constitutes default. _____ Initial

SIGNED: _____

PRINTED NAME: _____ DATED:- _____ / _____ / _____