

Healthtrax® Fitness & Wellness

Thank you for coming into Healthtrax.

Name(s): _____ Male/Female (please circle)

Address: _____ City: _____ State: _____ Zip: _____

Date of Birth: ____/____/____

Email address: _____@_____

Home phone (____) _____ Cell phone(____) _____

Primary Care Doctor: _____

How did you hear about us (circle)? A Healthtrax member/ Mailer/ Email/Newspaper Ad/ TV/ Radio /Coupon /Employer/
Social Media /Health Insurance / Other: _____

Please circle: Interested for self/couple/family -- How many? _____

WAIVER, INDEMNITY, HOLD HARMLESS, AND RELEASE OF LIABILITY ("WAIVER & RELEASE")

In consideration for the privilege of guest use, membership, personal training and/or participating in activities, programs and related events, including but not limited to the use of equipment and facilities more fully described below ("Activities") at the Healthtrax Fitness & Wellness facility ("Center") and/or other approved outside locations ("Healthtrax" includes its parents, affiliates, subsidiaries, owners, officers, directors, agents and employees):

(1) I represent that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities. (2) I hereby agree that there are inherent risks associated with the Activities, including the risk of serious physical injury or death, and I fully assume all risks associated with the Activities. Risks involved include but are not limited to injuries resulting from physical activity; use of the studios, circuits and courts; equipment failure or malfunction despite reasonable maintenance and use; hazards associated with pools, pool decks, saunas and steam rooms, weights and weight benches; and increased risk of collisions, falls and other injuries associated with participating in the Activities in and around a Center or other approved locations. The specific risks vary from one activity to another but the risks range from minor injuries such as scratches, bruises, and sprains to major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to catastrophic injuries including paralysis and death. (3) I RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE AND AGREE TO INDEMNIFY AND HOLD HARMLESS, Healthtrax, lessors, land and and/or premises owners, or other participants in the Activities, all of which are hereafter referred to as "Releasees" from and for all liability, claims, demands, losses or damages on my account for any loss, injury or damage relating to my participation in the Activities. To the extent not prohibited by applicable state law, this Waiver and Release shall also apply to DEATH, INJURY OR DAMAGE TO PROPERTY, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, including negligent rescue operations; (4) I understand and agree that the foregoing Waiver and Release is intended to be as broad and inclusive as permitted by state law in the state in which the Healthtrax Center is located and that if any portion thereof is held invalid, it is agreed that the balance of this Waiver and Release shall continue in full force and effect. . "I" and "my" includes my minor guests, and as parent/guardian with legal responsibility for my minor guest/participant, I do hereby consent and agree to his/her Waiver and Release as provided above with respect to all Releasees. I understand that this Waiver and Release will be binding on me, my spouse, next of kin, assigns, legal successors, and personal representatives.

I HAVE READ THE ABOVE WAIVER AND RELEASE, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I HEREBY SIGN IT KNOWINGLY AND VOLUNTARILY

Name of Guest/Participant (print and signature)

Date

As Legal Guardian For: (parent or guardian signature required if any participants are under 18 years of age) (print and signature)

For office use only:

Rec _____ Time _____ Apt _____ WI _____ WPC _____ X _____ E _____ NC _____ GFP _____