

Post Rock Fitness - Membership Agreement

113 W Lincoln Ave, Lincoln, United States, KS, 67455, 785-524-9009

Contact Info

Name of Member* _____
Address * _____
City, State, Zip * _____
Phone Number * _____
Email * _____
Birthday * _____

Confirmation of Age

Are you 18 years old or older? (Members must be 18 years or older for online sign-up. For children under 18 year olds, sign-up must be initiated by a parent or guardian. Children that are 16-17 years old can utilize the gym without adult supervision. Children under the age of 16 must be accompanied by a pre-approved designated adult who is providing direct supervision at all times.)

_____ Yes _____ No

Limits of Membership and Liability for Unauthorized Access

This agreement provides the member and the member alone access to Post Rock Fitness. Membership is not transferrable or assignable. Member is being provided bar code access to Post Rock Fitness on a trust basis, and member agrees to not provide that barcode to any other individual. A member providing, disseminating, or transferring this barcode, or otherwise providing access to a non-member in any way without compensation, is considered a material breach of this agreement. If member is found providing, allowing, or facilitating such unauthorized access, Post Rock Fitness may immediately charge member's account for the non-member's usage of the facility and/or terminate this agreement. In the event of such termination, member agrees Post Rock Fitness may immediately charge member's account 100% of the remaining gym dues for the term to compensate Post Rock Fitness for losses stemming from this material breach.

_____ Initial

Release, Indemnification and Hold Harmless Agreement

In consideration of participating in health or fitness club activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Post Rock Fitness and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (herein after collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that health or fitness club activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property

damage. Risks include, but are not limited to, musculoskeletal injuries, broken bones, and/or overuse injuries, injuries caused by equipment that breaks or otherwise fails; death as a result of drowning or brain damage caused by near-drowning; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.

6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

_____ Initial

Photography/Video Release

Individuals involved in any activities offered by Post Rock Fitness may be photographed or videotaped during training. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the Post Rock Fitness website or in any editorial, promotional or advertising material produced and/or published by Post Rock Fitness.

_____ Initial

Signature

I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability or injury or death of any person and damage to property caused by my negligent or intentional act or omission. **I understand that by signing this form I am waiving valuable legal rights.**

Date: _____

Print name: _____

Signature: _____

Parent or Guardian Additional Agreement

(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor. **I understand that by signing this form I am waiving valuable legal rights on behalf of the minor.**

Parent or Guardian

Signature: _____

Print Name: _____

Date: _____

Address: _____

Email: _____

Phone: _____

For children under the age of 16, please list no more than 2 pre-approved designated adults who will accompany the child to the gym and provide direct supervision at all times. **The child is not allowed to utilize the gym under the supervision of any other adult.** It is the adult's responsibility to ensure the child is only utilizing equipment the child has the capacity and strength to use.

Adult #1: _____

Relationship to Child: _____

Adult #2: _____

Relationship to Child: _____