Rincon Fitness USA

Membership & Use Agreement

Assumption of Risk and Waiver of Liability and Related Club Policies

4188 Carpinteria Ave., Carpinteria, CA 93013 805-881-4028 **www.RinconFitnessUSA.com**

IMPORTANT: The undersigned ("You") acknowledges that as a member or guest (ie: anyone who is not a member) of Rincon Fitness USA (the "Club"), You will be participating in strenuous physical activities, including but not limited to activities such as yoga, aerobic dance, weight training, physical strength training, stationary cycling, and use of various aerobic machines and other exercise equipment (the "Physical Activities"). You acknowledge that the Physical Activities involve an inherent risk of physical injuries or other damages, including but not limited to: heart attacks; muscle strains, pulls or tears; broken bones; shin splints; heat prostration; knee, lower back, and foot injuries, and other illness, soreness, or injury, however caused by the negligence of an instructor or other person, defective or improperly used equipment, Your over-exertion, Your slip and fall in any part of the facility, or an unknown health problem of Yours. You agree to assume all risk and responsibility involved with participating in the Physical Activities.

You acknowledge that participation will be physically and mentally challenging, and You agree that it is Your responsibility to seek competent medical or other professional advice regarding any concerns about Your ability to take part in the Physical Activities. By signing below, You assert that You are capable of participating in the Physical Activities and You agree to assume all risk and responsibility for not exceeding Your own physical or mental limits. Further, You, on behalf of Your heirs, assigns and next of kin agree to fully release Rincon Fitness USA LLC, its affiliates and their respective members, directors, officers, employees, trainers, and agents (collectively "RF") from any and all liability, claims and/or litigation that You may have for injuries, disability, or death or other damages of any kind (including but not limited to punitive damages) arising out of participating in the Physical Activities (including but not limited to any personal training services), even if caused by the active or passive negligence, gross negligence, intentional acts or omissions, and/or any other type of fault of RF.

You further acknowledge that You have received and/or have access to and have or will read the Club's Membership Policies in print or on-line at the Club's website, and that you agree to adhere to such Policies.

I HEREBY AFFIRM AND ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT AND I HEREBY AFFIRM AND ACKNOWLEDGE THAT I UNDERSTAND ITS ENTIRE CONTENTS AND AGREE TO BE BOUND THEREBY. IF I AM UNDER THE AGE OF EIGHTEEN YEARS, MY PARENT OR GUARDIAN HAS READ AND COMPLETED THE SECTION BELOW.

_____ _____ _____ Gender: ☐ Male ☐ Female

(Print Name) (Date of Birth) (Phone #)

_____ _____ _____

(Signature) (Email) (Date)

Address: _____

Emergency Contact Person (print): _____ Phone #: _____

If Participant is under 18 years old: PARENTAL OR GUARDIAN CONSENT AND RELEASE (complete below)

The undersigned parent/legal guardian of _____ ("Participant") hereby executes the foregoing Waiver and Release on behalf of the minor named herein. I hereby bind myself, the minor named herein, his/her executor, administrators, heirs, successors, assigns, and next of kin, to the terms of this Waiver and Release. I represent that I have the legal capacity and authority to act for, or on behalf of, the minor named herein. I agree to indemnify and hold harmless the persons and entities named herein from any claims and liabilities, which may be assessed against them as a result of or arising out of my legal capacity or my authority to act for and on behalf of the minor named herein, in the execution of this Waiver and Release.

Date: _____ By: _____ _____

(Printed name of Parent / Guardian) (Signature of Parent / Guardian)

Membership Details:

Type of Membership or Use: _____

Member initials:

Start Date: _____ Payment Type (CC; cash; chk): _____ Amount paid today: $_____

Staff Initials: