

Date: _____

FIRST WEEK REGISTRATION

Name: _____ DOB: _____ Email: _____

Address: _____ City: _____ State: _____ ZIP: _____

Cell Phone: _____ Work Phone: _____ Home: _____

EMERGENCY CONTACT: _____ **PHONE NUMBER:** _____

- | | | | | | | | | |
|--|---|---|---|---|---|---|---|---|
|  |  |  |  |  |  |  |  |  |
| Referral | Google | Yelp | Social Media | Flyer | Drove-by | Local Event | Newspaper | Other |

How did you hear about us? (circle one) IF OTHER: _____

ASSUMPTION OF RISK, WAIVER, AND RELEASE

By signing up for and/or attending Classes, Personal Training Sessions, Events, Activities, and other programs and using the premises, facilities and equipment (individually and/or collectively, the "Classes, Personal Training Session, & Facilities") of Martinez Athletic Club, LLC and its subsidiaries. I hereby acknowledge on behalf of myself, my heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers in private training clubs and exercise equipment in association with the Classes, Personal Training Sessions, and Facilities. I acknowledge that some of these risks cannot be eliminated regardless of the care taken to avoid injuries. I also acknowledge that the specific risks vary from one activity to another, but range from (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and (3) catastrophic injuries including paralysis and death. I have read and thoroughly understand the Martinez Athletic Club Safety Instructions that are posted on Martinez Athletic Club's website (www.martinezathleticclub.com), a hard copy of which was also provided to me by Martinez Athletic Club staff. At all times, I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions given to me by staff. At all times, I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions given to me by staff. If in the subjective opinion of the Martinez Athletic Club staff, I would be at physical risk participating in Martinez Athletic Club's Classes and/or Personal Training Sessions, I understand and agree that I may be denied access to the Classes, Personal Training Sessions, and Facilities until I provide Martinez Athletic Club with a Medical Release Form, at my sole cost and expense, specifically addressing the Martinez Athletic Club's concerns and stating that Martinez Athletic Club's findings are unfounded. In consideration of being allowed to participate in and access to the Classes, Personal Training Sessions, and Facilities, I hereby (1) agree to assume full responsibility for any and all injuries or damage which are sustained or aggravated by me in relation to the Classes, Personal Training Sessions and Facilities, (2) release, indemnify, and hold Martinez Athletic Club unaccountable, its direct parent, subsidiary affiliate entities, and each of their respective officers, directors, members, employees, representatives and agents, and each of their respective successors and assigns and all others, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages, and liabilities to the fullest extent allowed by law arising out of or in any way related to participation in the Classes & Personal Training Sessions or use of the Facilities, and (3) represent that I (a) have no medical or physical condition that would prevent me from properly using any of Martinez Athletic Club's Classes and Facilities, (b) do not have a physical or mental condition that would put me in any physical or medial danger, and (c) have not been instructed by a physician to not participate in physical exercise. I acknowledge that if I have any chronic disabilities or conditions, I am at risk in using Martinez Athletic Club's Classes, Personal Training sessions and Facilities, and should not be participating in any Classes or Personal Training Sessions.

I have read this Assumption of Risk, Waiver, and Release Agreement, fully understand its terms, and understand that I am giving up my substantial rights including my right to sue Martinez Athletic Club under any circumstances, to include SB 1186, Ch. 383. I acknowledge that I am signing this waiver freely and voluntarily. The term of this waiver is indefinite.

VALUABLES AND PERSONAL PROPERTY: I acknowledge that I have been urged to avoid bringing valuables onto the Facilities and that Martinez Athletic Club shall not be liable for the loss of, theft of, or damage to my personal property, including items left in lockers, bathrooms, studios, or anywhere else in the Facilities. I acknowledge that no portion of any fees paid by me is in consideration for the safeguarding of valuables.

ETIQUETTE: To preserve the Martinez Athletic Club sanctuary, I agree to abide by Martinez Athletic Club etiquette guidelines found on Martinez Athletic Club's walls and on Martinez Athletic Club's website (www.martinezathleticclub.com). Martinez Athletic Club reserves the right to deny access to any person Martinez Athletic Club deems to be acting in an appropriate or unsafe manner.

Any person under the age of 18 years of age must have a parent or legal guardian sign this form.

Guest Signature: _____ Parent/Guardian Signature: _____

"A PRIVATE TRAINING CLUB FOR YOUR PERSONAL TRAINING NEEDS" – Ben Borsellino

DATE + 3 TEXT	DATE + 7 (CALL & TEXT)	DATE +14 TEXT	DATE + 21 TEXT	NOTES: