



MEMBER INTAKE

Name: _____ Date of Birth ____/____/____ Today's Date: ____/____/____

Mailing Address: _____ City, State, Zip _____

Email: _____ Phone: _____

Emergency Contact Name and Phone: _____

How did you hear about FIT36®? (Check all that apply)

- Another Member Daily Deal Digital Direct Mail Employee Referral Local Event Newspaper
- Outdoor Ad Partner Referral Print Ad Public Relations Radio TV Walk-In | Drive by | Signage Other

Do you have any medical concerns or injuries? YES | NO

Are you currently taking any medications or supplements that affect your heart rate or blood pressure? YES | NO

Explain any checked boxes from above: _____

**** FIT36® recommends that you consult your medical doctor before starting any fitness program ****

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT ("AGREEMENT")

PLEASE READ CAREFULLY. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

THIS FIT36® FRANCHISE STUDIO OFFERS AN EXTREME AND PHYSICALLY DEMANDING WORKOUT WHICH IS NOT FOR BEGINNERS OR INDIVIDUALS WITH ANY MEDICAL CONDITION THAT MAY BE COMPROMISED BY EXTREME CARDIOVASCULAR AND STRENGTH EXERCISE. THE STUDIO STRONGLY RECOMMENDS THAT YOU CONSULT YOUR PHYSICIAN BEFORE BEGINNING OR MODIFYING YOUR EXERCISE REGIME.

I ("Participant") voluntarily desire to participate in physical exercise classes offered by [F 36 CO, LLC] d/b/a FIT36® (the "Owner") located at [8000 E Belleview Ave., unit B80, Denver, CO 80111] (the "Premises") and hereby agree to the following:

1. An unavoidable risk of serious injury will always exist when participating in any cardiovascular exercise, barefoot exercise, interval training, body building, or strength training routine, including the FIT36® exercise routine despite the implementation of all reasonable precautions by Owner. Not all hazards and dangers can be foreseen.
2. Participant understands that there are significant risks of injury associated with participation in any exercise routine and Participant may experience certain adverse physical changes during the FIT36® exercise routine. These risks include, but are not limited to: abnormal blood pressure; broken bones; fainting; lightheadedness; heart rhythm disorders or irregularities; knee, back, or foot injuries; muscle strains, pulls or tears; stroke; heart attack; or even death. Participant further understands that certain prescribed medications may exacerbate those physiological changes and create an even greater risk of physical injury or death.
3. Participant hereby certifies that Participant is: (i) physically sound, (ii) has medical approval to proceed with a normal routine of exercise, and (iii) is not aware of any physical limitations, medical conditions, or other circumstances that would be aggravated or increase Participant's risk of illness and/or injury as a result of participating in the FIT36® exercise routine.
4. WITH FULL ACKNOWLEDGMENT OF THESE RISKS AND DANGERS, PARTICIPANT KNOWINGLY AND VOLUNTARILY CHOOSES TO PARTICIPATE IN THE FIT36® EXERCISE ROUTINE AND EXPRESSLY ASSUMES ALL RISKS AND DANGERS OF PHYSICAL EXERCISE, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.
5. PARTICIPANT AGREES NOT TO SUE AND TO RELEASE FROM ALL CLAIMS, COSTS, DEMANDS, EXPENSES, AND CAUSES OF ACTION [F 36 CO, LLC], Fit 36, Inc., the franchisor of the FIT36® franchise system, its and their affiliates and their respective shareholders, members,



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principals, owners, officers, directors, employees, agents, representatives, successors, and assigns (each a "Released Party") for any property damage, injury or loss to Participant, including death, that Participant may suffer, which arise in whole or in part out of Participant's participation in the FIT36® exercise routine, including those claims based on any Released Party's alleged or actual negligence, breach of any contract and/or express or implied warranty, the use of any equipment located on the Premises, or any and all violation(s) of codes, statutes, licensing requirements or registrations of the state in which the Premises is located, whether known or unknown as of the date hereof. By agreeing not to sue, PARTICIPANT IS RELEASING ANY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ANY RELEASED PARTY. By execution of this Agreement, Participant also AGREES TO DEFEND AND INDEMNIFY each Released Party from any and all claims of Participant and/or a third party arising in whole or in part from Participant's participation in the FIT36® exercise routine. Participant agrees to pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by or on behalf of Participant.

- 6. Participant agrees not to use any defective equipment and to immediately report any defective equipment to an employee of the Owner.
- 7. Participant shall abide by any rules and regulations for use of the Premises which may be promulgated from time to time by Owner. Owner is not responsible for the loss or damage of any valuables Participant brings to or stores on the Premises.
- 8. Participant understands and acknowledges that FIT36® will occasionally send promotional opportunities, marketing materials, appointment reminders, and other communications via e-mail. If Participant does not wish to have its e-mail address used by FIT36® to promote FIT36® products or services, Participant can opt-out by checking the relevant box below. If FIT36® has sent Participant a promotional e-mail, Participant may send FIT36® a return e-mail asking to be omitted from future e-mail distributions or by unsubscribing by following the link found at the bottom of the e-mail communication. This opt out does not apply to information provided to FIT36® as a result of a service purchase, session packages, billing information, late charges, product service experience or other transaction. If Participant does not wish to receive promotional opportunities, please check the box below.

I do not wish to receive promotional opportunities

- 9. Participant acknowledges that from time to time, FIT36® may take photographs and/or video of Participant participating in programs or activities for use and publication in various publications or media, including but not limited to its website, brochures or materials, informational, promotional or marketing materials, and social media. Participant hereby expressly grants FIT36® the right to use and publish such photographs and video as contemplated herein, all without compensation or payment for such use and publication.

Having read the above terms and intending to be legally bound hereby and understanding this document to be a complete waiver and disclaimer in favor of the Released Parties of any and all liability, I hereby affix my signature hereto.

Signature: _____

Printed Name: _____

Date: _____

If Participant is under 18 years of age, the signature of a parent or legal guardian is required below:

Signature (Parent/Guardian): _____

Printed Name (Parent/Guardian): _____

Date: _____

Parent/Guardian's Address: _____
