



# MEMBER INTAKE

SA: \_\_\_\_\_

Name of Studio Operator: **FIT36 Folsom ("Operator")** e-mail: **folsom@fit36fitness.com**

Address: **25065 Blue Ravine Road, Suite 130 Folsom, CA 95630 ("Studio")**

Member Name: \_\_\_\_\_ Date Signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_ Weight: \_\_\_\_\_ Home Phone: \_\_\_\_\_

e-mail: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City, Zip \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship to Member: \_\_\_\_\_

Member's Employer? \_\_\_\_\_

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

- Daily Deal     Digital     Direct Mail     Local Event     Outdoor Ad     Print Ad     Radio     TV
- Walk-In | Drive by | Signage     Other \_\_\_\_\_     Member referral \_\_\_\_\_

Do you have any medical concerns or injuries?  NO  YES (explain): \_\_\_\_\_

Are you currently taking any medications or supplements that affect your heart rate or blood pressure?  
 NO  YES (explain): \_\_\_\_\_

What are you currently doing for fitness? \_\_\_\_\_ How many times per week? \_\_\_\_\_

- What are your fitness goals (check all that apply):**
- get lean     weight loss     burn more calories in less time
  - increase fitness level     just for fun     build muscle     meet other active individuals
  - train with friends     decrease stress     supplement other training

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

In order for you to use your available trial, membership, or package classes at other participating FIT36® studios, other FIT36® studios in the United States may access your personal information (including but not limited to your visit history, buying and workout habits, personal preferences, and the contact information you have provided on this Member Intake Form or that you have entered into a class scheduling program). Please be advised that each FIT36® studio is independently owned and operated, so each studio may have its own privacy and security policy and require you to sign additional documentation (such as a separate Member Intake Form or questionnaire) in order for you to utilize services. Please contact the Operator identified above if you have questions or if you would like to review the Studio's privacy and security policy. Additionally, your personal information will be shared with Fit 36, LLC, the franchisor of the FIT36® franchise system, its affiliated companies, and third-party vendors for various purposes, including but not limited to providing, maintaining, and improving services at FIT36® studios.



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## Terms of Use of Facility

1. Participant agrees not to use any defective equipment and to immediately report any defective equipment to an employee of the Operator.
2. Participant shall abide by any rules and regulations for use of the Studio which may be promulgated from time to time by Operator. Operator is not responsible for the loss or damage of any valuables Participant brings to or stores at the Studio.
3. Participant understands and acknowledges that Operator and the FIT36® franchise system will occasionally send promotional opportunities, marketing materials, appointment reminders, and other communications via e-mail. If Participant does not wish to have his/her 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, class 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

4. Participant acknowledges that from time to time, Operator and the FIT36® franchise system 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 Operator and the FIT36® franchise system the right to use and publish such photographs and video as contemplated herein, all without compensation or payment for such use and publication.

**WAIVER & RELEASE OF LIABILITY:** All workouts, classes, use of weights, use of machinery and use of equipment and apparatus at Fit36 shall be at the participant’s sole risk. Fit36, its owners, franchisees, franchisors, employees, contractors, managers and all other related entities and individuals (collectively referred to herein as “Fit36”), shall not be liable to participant for any claims, demands, damages or causes of actions due to injury to participant’s person or property arising out of or in connection with the use by participant of the services, facilities and/or premises of any Fit36 location regardless of whether the injury or damages were caused by the negligence of Fit36, its instructors, its employees or its agents. This waiver and release specifically applies to claims of negligent instruction and/or supervision that may arise as a result of injuries sustained during classes or training programs and the waiver and release applies regardless of whether the claimed injury occurred before, during or after any of the scheduled programs offered at Fit36. As further consideration for being allowed to participate in Fit36 activities it is expressly agreed that the use of all Fit36 premises and facilities (including but not limited to the workout floor area, restrooms, outdoor areas, parking lots, common areas, etc.), without limitation and whether engaging in exercise activities or not, shall be undertaken by participant at his/her sole risk. It is agreed that this waiver and release agreement applies to any and all incidents occurring on any Fit36 operated premises or facilities (including Fit36 locations other than participant’s original location of participation). This waiver and release agreement specifically applies to, but is not limited to, slip or trip and fall incidents, regardless of the cause. This waiver and release agreement also applies to, but is not limited to, injuries caused by malfunctioning exercise equipment.

***The member also expressly acknowledges that by signing below he or she is relinquishing all rights he or she may have to sue Fit36 for injuries arising out of the use of its premises, facilities or its services. This release is intended to be interpreted as broadly as allowed under California law.***

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_