

ACCESS CONTRACT & WAIVER OF LIABILITY

RIGHT TO ACCESS: I AUTHORIZE "TOTAL BODY GYM & TAN" TO INVESTIGATE ALL STATEMENTS IN THE MEMBERSHIP APPLICATION " I UNDERSTAND THAT I AM THE SOLE OWNER OF THE KEY TAG & TAKE FULL RESPONSIBILITY OF IT & THE FACILITIES CONTENTS. I UNDERSTAND THAT IF I SHOULD LOSE THE KEY TAG, OR MESS IT UP THERE \$15 FOR KEY TAG & I WILL NOTIFY THE FACILITY IMMEDIATELY. SHOULD I CHOOSE TO STOP MY MEMBERSHIP I AGREE TO RETURN THE KEY TAG. THE KEY TAG IS PROPERTY OF "TOTAL BODY GYM & TAN" AND SHOULD RETURN AS SOON AS MY MEMBERSHIP EXPIRES. I ALSO UNDERSTAND THAT WHILE I AM WORKING OUT IN THE FACILITY, **NO ONE ELSE** IS PERMITTED IN THE FACILITY UNLESS THEY HAVE A MEMBERSHIP & HAVE SCANNED THEIR OWN KEY TAG / IN THESE AREAS. THE BACK DOOR IS TO BE KEPT LOCKED AT ALL TIMES AND IS USED FOR AN **EMERGENCY EXIT ONLY**. SHOULD I FAIL IN PAYING ANY SUM OF MONEY DUE, ALLOW SOMEONE IN THE FACILITY, OR LOAN OUT MY ACCESS TAG, "TOTAL BODY GYM & TAN" CAN REVOKE MY ACCESS RESULTING IN ADDITIONAL CHARGES. **I ALSO UNDERSTAND SHOULD I FAIL TO PAY AS PROMISED THAT I AM RESPONSIBLE FOR THOSE DEBTS UNTIL THEY ARE PAID-IN-FULL AND ANY/ ALL COURT COSTS FOR LEGAL ACTION TAKEN AGAINST ME FOR "TOTAL BODY GYM & TAN" TO RECEIVE THEIR MONIES DUE.** I WILL REPORT ANY DEFECTIVE EQUIPMENT IMMEDIATELY TO MANAGEMENT. I WILL BE COURTEOUS OF OTHERS WHILE WORKING OUT & RETURN ANY WEIGHTS, ATTACHMENTS, ETC TO THEIR PROPER AREA. NO ONE UNDER THE AGE OF 17 IS ALLOWED WITHOUT PARENTS CONSENT & CHILDREN ARE PERMITTED IN DESIGNATED AREAS ONLY! **I UNDERSTAND THE FACILITY IS UNDER SURVEILLANCE AT ALL TIMES, AND RECORDED; MY CONTINUED ATTENDANCE IS GIVING PERMISSION AND AGREEMENT TO THE RECORDINGS.**

INITIAL: _____

RIGHT TO SAFETY: I HAVE ENROLLED IN A PROGRAM OF STRENUOUS PHYSICAL ACTIVITY AND VARIOUS AEROBIC CONDITIONING OFFERED BY "TOTAL BODY GYM & TAN," POLLY R. RODRIGUEZ, HER EMPLOYEES, CONTRACT LABOR AND/OR VOLUNTEERS. I AFFIRM I AM IN GOOD PHYSICAL CONDITION AND DO NOT SUFFER FROM ANY DISABILITY, WHICH WOULD PREVENT OR LIMIT MY PARTICIPATION IN AN EXERCISE PROGRAM. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE I HAVE BEEN GIVEN A COPY OF RULES & WARNINGS AND SHOULD ABIDE BY ALL RULES & WARNINGS. I ALSO UNDERSTAND THAT THE FACILITY IS NOT STAFFED AT ALL TIMES AND **I ASSUME ALL RISKS AND IF THERE IS AN EMERGENCY THAT I AM TO CALL 911 IMMEDIATELY,** IMPLEMENT USE OF THE PANIC BUTTON, AND NOTIFY THE OWNER. I UNDERSTAND THAT I SHOULD HAVE A PARTNER WHEN WORKING DURING ACCESS HOURS. SHOULD I NOT HAVE A PARTNER, I WILL PARTICIPATE IN THE RESCUE ALERT PROGRAM & WEAR THE PANIC BUTTON. I HAVE BEEN NOTIFIED OF THE ALERT SYSTEM AND WHEN TO IMPLEMENT THE USE OF THE PANIC BUTTON. IF I DO NOT WEAR THE PANIC BUTTON, I ASSUME ALL RESPONSIBILITY. I SHALL NOT HOLD, TOTAL BODY GYM & TAN, OWNER, OR OTHERS RESPONSIBLE FOR FAILURE TO RESPOND OR ANY LOSSES DUE TO THE DELAYED RESPONSE TIME, OR FAILURE TO RESPOND TO ANY EMERGENCY DUE TO THE RESCUE ALERT SYSTEM.

INITIAL: _____

WAIVER OF LIABILITY: IN CONSIDERATION OF MY PARTICIPATION IN AN EXERCISE PROGRAM, IN AGREEMENT WITH ACCESS, I RELEASE "TOTAL BODY GYM & TAN," ITS OWNER, EMPLOYEES AND AGENTS, AND THE PROPERTY OWNER FROM ANY CLAIMS, DEMANDS AND CAUSES OF ACTION ARISING FROM MY PARTICIPATION IN THE EXERCISE PROGRAM FOR MYSELF, INCLUDING BUT NOT LIMITED TO MY HEIRS, OR ESTATE. I UNDERSTAND I COULD INJURE MYSELF AS A RESULT OF PARTICIPATION IN ANY EXERCISE PROGRAM AND THEREFORE RELEASE "TOTAL BODY GYM & TAN," ITS OWNER, EMPLOYEES, VOLUNTEERS, AGENTS, AND THE PROPERTY OWNER, NOW OR IN THE FUTURE LIABILITY THAT COULD OCCUR DURING OR AFTER MY PARTICIPATION IN ANY FORM OF EXERCISE, AEROBIC CLASS, OR PROGRAM OFFERED, & OTHER AMENITIES. **THIS INCLUDES BUT IS NOT LIMITED TO HEART ATTACKS, MUSCLE STRAINS, PULLS OR TEARS, BROKEN BONES, SHIN SPLINTS, HEAT PROSTRATION, INJURIES TO KNEES, LOWER BACK, OR FEET INCLUDING SORENESS OR INJURY, EVEN THOSE RESULTING IN DEATH, HOWEVER, CAUSED;**

INITIAL: _____

I AFFIRM THAT I HAVE READ AND FULLY UNDERSTAND THE ABOVE, AND I RECEIVED A COPY OF RULES & REGULATIONS AND THE ACCESS CONTRACT.

I Understand, I am entering into a pre-paid membership account agreement, to be paid via an automatic draft, cash, or credit/debit card, and bound by the term.

I ACKNOWLEDGE the following information contained herein this document and that the access I received is the property for Total Body Gym and is my complete responsibility.

SIGNATURE: _____

(18 and under need parents signature)

DATE: _____

PRINT NAME: _____

Parent's Signature: _____