

# ULTIMATE WORKOUT STUDIO – CLIENT INTAKE FORM

Refer a Friend: \_\_\_\_\_ Refer a Friend: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Occupation: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Birthdate: \_\_\_\_/\_\_\_\_/\_\_\_\_ Email: \_\_\_\_\_ Gender:  Male  Female

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

Child's Name (kid's classes only): \_\_\_\_\_ Child's Birthdate: \_\_\_\_/\_\_\_\_/\_\_\_\_

How did you hear about us?  Word of Mouth  Sign/Drive-By  Direct Mail  Referred By: \_\_\_\_\_

What are your personal fitness goals?  Weight Loss  Gain Muscle  General Health  Other: \_\_\_\_\_

How often would you like to work out?  1 time per week  2-3 times per week  4+ times per week

What do you do currently to stay fit?  Cardio  Weight Training  Classes (Pilates, Yoga, etc)  Other: \_\_\_\_\_

DO YOU HAVE ANY OF THE FOLLOWING?  HEART CONDITION  High Blood Pressure Medications  Diabetes  Seizures

Is there anything else you feel we should know? \_\_\_\_\_

## RELEASE & WAIVER OF LIABILITY & ASSUMPTION OF RISK & INDEMNIFICATION AGREEMENT

I (the client) voluntarily desire to participate in physical exercise training classes conducted on behalf of CL Fitness LLC dba Ultimate Workout (Studio 2) at the studio located at 5173 S. University Drive, Davie, FL 33328 at the Renaissance Property (the facility) and understand and agree to the following:

(Client) enters into this Release and Waiver and Assumption of Risk for member and for any and all of client's minor children who use the facility with or without supervision. (Client) agrees to assume full responsibility while voluntarily participating in any training class or training on equipment without supervision at the Studio or facility at (clients) sole risk and discretion. Client shall abide by any rules and regulations for use of the Studio of facility, which may be promulgated from time to time by the Studio.

In consideration of being permitted to enter upon, participate in and use the facilities, equipment, services and actions of officers, it's agents, owners, directors, employees, partners, independent contractors, volunteers and all other persons acting in (collectively, the Ultimate Workout Parties) I, on behalf of myself, my guests, children, heirs, executors, administrators, successors...

1. Acknowledge, understand and appreciate that my entry upon and/or use of the facilities, equipment, services and activities of Parties entails significant risks, both known and unknown, including, without limitation, the possibility of physical or emotion other serious or catastrophic personal injuries, and loss or damage to personal property.
2. Expressly agree and promise to accept and assume all of the risks, both known or unknown, that may arise as a result of my participating in classes and use of the facilities, equipment, services and activities of or offered by Ultimate Workout Parties, whether such risks are caused by the activities of or offered by the Ultimate Workout Parties, and that I am electing to take such voluntary action, acknowledge and agree that I am solely responsible for my safety and responsible entry upon participation in, and use of the facility and activities of or offered by the Ultimate Workout Parties, whether or not supervised by an Ultimate Workout Party. Client understands and agrees that there is a risk of injury associated with participation in any exercise program and that there exists the possibility for certain conditions occurring during or following training and/or exercise. These may include, but are not limited to, mild lightheadedness, fainting, abnormalities of blood pressure or heart rate, ineffective heart function in rare instances, heart attack or stroke. The reaction of the cardiovascular system to such activity cannot be predicted without complete accuracy. It is strongly recommended that Client receive a medical clearance from his/her private physician prior to starting or participating in an exercise-training program. The Studio's training programs are not designed for individuals with known heart disease with or without functional impairment
3. Expressly and voluntarily release and forever discharge each of the Ultimate Workout Parties from any and all claims, demands, causes, any loss, damages, injuries or death that I may suffer as a result of my entry upon, participation in or use of the facilities, equipment of or offered by the Ultimate Workout Parties, whether the same arises out of or results from any act, omission or conduct of one or more negligent or otherwise.
4. Expressly agree to hold harmless, indemnify and defend each of the Ultimate Workout Parties with attorneys of Ultimate Workout Parties all claims, demands, causes of action, or liability for any loss, damages, injuries or death suffered by any other person in connection, participation in or use of the facilities, equipment, services, or activities of or by the Ultimate Workout Parties, whether the same from any act, omission or conduct of one of more of the Ultimate Workout Parties, negligent or otherwise. The agreement by me to hold defend the Ultimate Workout Parties is immediate upon the assertion of any claims, demands, causes of action or liability by any other person or dependent upon a finding that my actions caused the loss, damages injuries or death claimed. The agreement by me to hold defend the Ultimate Workout Parties includes all consequential damages incurred by the Ultimate Workout Parties or which otherwise would be Parties absent this agreement, including but not limited to, all attorney's fee and costs, court and litigation costs, experts fees and costs, mediator fees and costs, payment of any judgment, verdict, award or settlement on behalf of the Ultimate Workout Parties incurred by the Ultimate Workout Parties not included in the preceding list which arise as a direct or indirect consequence of the claims, or liability asserted by any other person.
5. I am aware that an exercise program like hot yoga carries certain dangers. I understand signing below I assume the full risk of any injury inherent in hot yoga. If I have now or in the past been treated or diagnosed with, or am currently under medical care and/or supervision for any disorder that could put me at risk of injury or death from hot yoga whether for example, but not by way of limitation, said disorder is high blood pressure, a heart condition, history of cardiovascular disorder, neck, shoulder, back, knee or other medical issue, I hereby agree to not participate without medical clearance.
6. ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND AM AWARE THAT IT CONTAINS A WAIVER AND RELEASE THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE OR HOLD AN ULTIMATE WORKOUT PARTY RESPONSIBLE. I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL AND INTEND FOR MY SIGNATURE TO BE A COMPLETE RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. NO REFUNDS, CLASSES NON-TRANSFERABLE.
7. CLFitness LLC dba Ultimate Workout is not responsible for any injury or liability to you or your child at We Rock The Spectrum Kid's Gym.

### 12-Hour Cancellation Policy

Thank you for calling to cancel any reservation 12 hours in advance! We really appreciate this consideration especially as the studio's membership base grows and each class is in greater demand. If you find that you have to cancel often due to children getting sick or work scheduling issues etc. we can put you on a waiting list for the classes you desire and that way if you miss the class you will not be charged for it. However, should you reserve a space in a class and fail to cancel 12 hours in advance; you will be charged for such class.

I HAVE READ THE ABOVE STATEMENT AND UNDERSTAND AND AGREE TO THE CONDITIONS:

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_