

HHT Fitness

484-756-1727

www.hhtfitnesscenter.com

HalfbamHalfamazinTraining, LLC Consent & Release of Liability

In consideration for being permitted to participate in the HalfbamHalfamazinTraining, LLC boot camps, sports camps, fitness retreat, personal training, private training sessions and/or related fitness activities (individually and collectively, the "Activity") as well as the benefits that I will derive from my participation in the Activity, I hereby represent and agree as follows:

1. **Representations.** (a) I am physically fit and able to participate in the Activity; I am in good health, and I am unaware of any medical condition which might make my participation inadvisable. (b) I have no pre-existing physical limitation or condition which may be aggravated or harmed by my participation in the Activity. (c) I acknowledge my responsibility to acquire and maintain, during the period of each Activity, health insurance coverage sufficient to provide for all medical, vision or dental services and/or equipment required to treat any injury related to my participation in the Activity. (d) I hereby represent that I have such insurance coverage in effect as of the date set forth below. I understand that HalfbamHalfamazinTraining, LLC carries no dental, medical, vision or other health insurance for any participant and that I am solely responsible for securing my own health insurance coverage. (e) I acknowledge that I have had the opportunity to ask HalfbamHalfamazinTraining, LLC representatives any questions that I may have about the Activity (including but not limited to the various activities that comprise the Activity) that I believe are necessary in order to decide whether I am able to participate in the Activity and make the above representations. I represent that all such questions have been answered to my complete satisfaction. In connection with the above, I further represent that I have had an opportunity to inspect the equipment to be used in the Activity prior to my participation in it and, based upon my inspection; I have found all equipment to be in good condition and in proper working order.

2. **Assumption of Risk.** I acknowledge that my participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I understand that the specific risks can and do vary from one activity to another and that these risks range from (a) minor injuries such as scratches, bruises, and sprains, to (b) major injuries such as eye injury or loss of sight, joint or back injuries, disfigurement, heart attacks, and concussions to (c) catastrophic injuries including paralysis and death.

3. **Release of Liability.** I, on behalf of myself, heirs, assigns, personal representatives and estate hereby release, forever discharge and covenant not to sue HalfbamHalfamazinTraining, LLC, their owners, managers, members, officers, employees, partners, sponsors, volunteers, agents, advisors and insurers, (the "Released Parties") from any and all liability from all claims, actions, suits or other proceedings resulting in personal injury, including death, accident, illness or property damage, I may suffer or sustain, regardless of fault, arising from or in connection with, my participation in the Activity, the equipment used during the Activity (whether provided by HalfbamHalfamazinTraining, LLC, a third party or myself) and the building or facilities where the Activity was located.

4. **Indemnification.** I hereby voluntarily release, forever discharge and agree to indemnify, defend and hold harmless the Released Parties from and against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, brought as a result of my participation in the Activity, the equipment used during the Activity (whether provided by HalfbamHalfamazinTraining, LLC, a third party or myself) and the building or facilities where the Activity occurred and to reimburse the Released Parties in full for any such expenses incurred.

5. Name and Likeness. I hereby grant to HalfbamHalfamazinTraining, LLC, its licensees, successors and assigns, the right to photograph and/or videotape me during my participation in the Activity and further grant HalfbamHalfamazinTraining, LLC the right to display, reproduce, use and/or otherwise exploit my appearance, image, testimonials, likeness, name and voice in perpetuity and throughout the world, in all media, whether now known or hereafter devised, and in all forms and formats, for any purpose whatsoever, without compensation, reservation or limitation. I understand that no photograph, videotape or other material of any kind needs to be submitted to me for my prior approval or inspection and I hereby release HalfbamHalfamazinTraining, LLC, its licensees, successors and assigns from any and all liability for any actual or alleged distortion of appearance, image or likeness as depicted in any photograph, videotape or other visual or audio-visual work resulting from its publication as well as any advertising copy or other printed materials that may be used in connection therewith or the use to which it may be applied. I agree that any visual or audio-visual work which depicts me (in whole or in part) shall be owned by HalfbamHalfamazinTraining, LLC and that HalfbamHalfamazinTraining, LLC may copyright same. To that end, I hereby assign and transfer to HalfbamHalfamazinTraining, LLC all right, title and interest in and to my appearance, image, likeness, voice as embodied in any audio, audio-visual or visual work. I agree that HalfbamHalfamazinTraining, LLC shall have the sole and exclusive right, title and possession to all original negatives, videotapes and related materials that may embody My Picture. I acknowledge that HalfbamHalfamazinTraining, LLC is under no obligation to exercise any rights granted herein.

6. Miscellaneous. If any part, article, paragraph, sentence or clause of this consent and release is not enforceable, the affected provision shall be curtailed and limited to the extent necessary to bring it in within the requirements of the law, and the remainder of this consent and release shall continue in full force and effect. This consent and release shall be governed by the laws of the State of Maryland. All provisions of this consent and release shall survive the termination or expiration of any Activity or my participation in any Activity contemplated hereby.

I knowingly intend my signature on this consent and release to be a complete defense to any legal or equitable proceeding that may be brought by me, or any person on their own or on my own behalf, for any personal injury, including death, accident, illness or property damage, including theft, I may suffer or sustain as a result of my voluntary participation in the Activity, and further intend this consent and release to be a complete and total release of liability for all negligent acts, failure to act, or breaches of duty owed to me, which result in my personal injury, accident, illness and/or property loss as a result of my participation in the Activity, the equipment used during the Activity (whether provided by HalfbamHalfamazinTraining, LLC, a third party or myself) and the building or facilities where the Activity occurred and to reimburse the Released Parties in full for any such expenses incurred. I represent that

I am 18 years of age or older, that I am legally competent and capable of executing this consent and release on my own behalf, that I have read the foregoing and have made a conscious decision to sign it of my own free will. I further represent that I understand and agree to the terms of this consent and release and have received a copy of same.

NOTICE OF CONSUMER RIGHTS

Our business' registration number with the State's Consumer Protection Division is E3967. We are not required to carry a performance bond under the Maryland Health Club Services law because we do not accept more than three months' payment in advance or charge initiation fees over \$200. If the (*club/school/center/program*) is closed for a month or more, you are entitled to your choice of either an extension of the (*contract/agreement/program*) or a prorated refund. If the closing is not the fault of the business, we are entitled to choose. You have the right to cancel this (*contract/agreement/program*) within three business days after receipt of a copy of this agreement. Cancellation must be in writing, and delivered in person or by certified or registered mail. If you cancel, you are entitled to a full refund of all monies paid. If you become disabled for at least 3 months during the membership term and the disability is confirmed in writing by a physician, you are entitled to an extension of the (*contract/agreement/program*). Since we are exempt from the bonding requirement, we cannot collect payments during a member's disability extension so that we are not holding more

than three months' payment in advance. This notice is an integral part of the application and contract for membership.

Rules & Regulations

The member shall follow all the rules and regulations of the facility. We can revoke your membership privileges if these rules and regulations are not followed, and we expressly reserve the right to change these rules

You must be a member of the gym to enter and use the facility. Children are not allowed on site. This is not a gathering area for groups of people or friends, so please only enter the gym if you are a current member and are using the equipment for exercise.

All members must be at least 18 years of age. Anyone under 18 must be accompanied by parent or guardian or have consent forms filled out by parent or guardian giving permission.

The fitness center offers a non-threatening environment to get healthier. We discourage dropping weights, emotional outbursts, and loud grunting while working out. Please respect others who are trying to exercise.

No loud or offensive language or behavior.

All personal effects must be kept off workout floor, back packs, etc, should be stored in lockers.

There is no ownership of lockers. They are used on a first come, first serve basis. If you use a locker, please lock it using the key in the door and replace the key before you leave.

Keep the facilities clean. Please pick up after yourself and discard your trash.

Machines should be wiped down after each use. Wipes are provided at different stations throughout the fitness center

Re-rack weights after each use.

You cannot bring your own fitness equipment, ie- weights, benches, etc.

In the case of equipment malfunction, please notify the fitness center team via email at christiandvarner@gmail.com

In case of medical emergency, dial 911 by pressing 911; you do not need to dial 9 or # first.

The fitness center is not staffed. Please use caution when exercising.

There is no loitering, drug use, smoking, alcohol use or any illegal activity allowed in the facility.

Do not deface or destroy any property within the gym, including walls, floors, equipment, restroom facilities.

Proper workout attire is mandatory, ie. Gym shoes and shirts (no street clothes or shoes).

Please turn off all TVs on equipment after each use.

If you have been on the cardio equipment longer than 30 minutes and other members are waiting for the machine, please allow other members to use the machine.

Each strength training machine has placards with instructions for use. Please follow these instructions and do not make up your own ways to use the equipment.

Rules, regulations and facilities are subject to change without notice.

Client Signature

Client Printed Name

Parent/Guardian Signature (if client is under the age of 18)