

****PLEASE PRINT & SCHEDULE TIME TO DROP OFF WAIVER**

HAMMERHEAD LIFTING CLUB Waiver

I, _____ (enter name(s)), hereby agree that by signing this document, I consent to waive certain legal rights, including the right to sue the following party, and, if applicable, its owners, trainers, representatives, and facilities from any physical, material, tangible or intangible, loss or damages that may happen to me during my participation in any of the fitness services (hereinafter, "Fitness Services") undertaken while under their instruction or thereafter: Hammerhead Lifting Club (the "Fitness Provider").

I will be voluntarily participating in the Fitness Services that will be conducted by the Fitness Provider. These Fitness Services will include, but not be limited to the following:

Powerlifting, power building & strength training!

The following is the identifying and contact information for me, the client ("Client"):

Client Legal Name: _____

Client Address: _____

Client Phone Number: _____

Client Date of Birth: _____

The following is the identifying and contact information of the Fitness Provider:

Business Address:

430 Market St Sunbury, PA

Business Contact Number: JOHN 570-809-1484, MEGAN 570-259-3358

My initials below indicate that I agree with and understand the following:

_____ It is my responsibility to consult a physician before participating in this or any fitness program and I affirm that I have no medical conditions that would restrict me from participating in any of the Fitness Services.

_____ I agree to hold the Fitness Provider, and if applicable, its owners, trainers, and representatives, harmless from any damage, whether tangible or intangible, that may

happen to me while participating in the Fitness Services. Such injuries may include, but are not limited to, muscle strains, muscle sprains, muscle spasms, heart attacks, raised blood pressure, and broken, fractured, or dislocated bones.

_____ I agree that the Fitness Provider offers the Fitness Services with no guarantee of results. I agree that I am solely responsible to maintain the diet and fitness regime appropriate for my level of health and stamina, and I agree that any results that occur, whether positive or negative, are the effects of my own personal choices.

_____ I agree that participation in the Fitness Services is not a replacement for actual medical care, and that if I do experience medical issues, I will contact my doctor immediately.

_____ I agree and verify that all of the information that I have given the Fitness Provider and its representatives is accurate, up-to-date, and without the omission of any known medical issues.

_____ I agree and verify that If I have omitted any necessary personal information, whether knowingly or unknowingly, I will hold the Fitness Provider harmless against all liability for any damages that may occur to myself or to others because of my actions or inactions.

_____ I agree to keep the Fitness Provider apprised of any changes or upcoming changes concerning my physical health and personal information.

_____ I understand and agree that it is my responsibility to let the Fitness Provider know if I find myself in any pain or discomfort before, after, or during the Fitness Services.

_____ If I do require medical treatment or attention while or after participating in the Fitness Services, I agree that the medical costs are mine and mine alone and hold the Fitness Provider blameless from any charges, fees, or costs that my conditions may incur.

This Fitness Services Waiver will bind and be enforceable against me and all of my personal representatives. I agree that this Fitness Services Waiver should be enforceable to the fullest extent of the law, and if any portion is held invalid, the remainder should continue in full legal force and effect.

I specifically acknowledge and agree that this document is not intended to be a general release, which would be limited under some state and local laws.

This Fitness Services Waiver shall be construed and interpreted as broadly as possible in the applicable jurisdiction.

ASSUMPTION OF RISK. I understand and am aware that my participation in the Fitness Services involves risks. These risks may lead to tangible or intangible harm, and I agree that they may result not only from my own actions but also from the actions of others. With the knowledge and understanding of these risks, I choose, of my own will and volition, to continue participating in the Fitness Services.

I am also aware that there are risks that I may not have considered, yet I waive my right to any claims that may occur from these unconsidered risks and I choose, of my own will and volition, to participate in the Fitness Services.

COVENANT NOT TO SUE. I will not start any lawsuit or other court action against the Fitness Provider, nor will I join any such proceeding, including any claim for money damages. I acknowledge and agree that I am entering a covenant not to sue the Fitness Provider in any capacity, including to hold the Fitness Provider liable for any injury, loss, or damage sustained by me or my property, even if it is due to the Fitness Provider's negligence or omission. I also waive the right of any of my insurers' to make any such claim.

INDEMNIFICATION: I agree to defend and indemnify the Fitness Provider and any of its affiliates (if applicable) and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to my use or misuse of the Fitness Services or my conduct or actions. I agree that the Fitness Provider shall be able to select its own legal counsel and may participate in its own defense, if desired.

REPRESENTATION: I am over 18 (eighteen) years of age, and am medically and physically able to participate in the Fitness Services.

GOVERNING LAW: This Fitness Services Waiver shall be governed by and construed in accordance with the internal laws of Pennsylvania without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action, or proceeding arising out of or based upon this Fitness Services Waiver: _____.

I have read the above Fitness Services Waiver fully and I understand and agree to its contents. I understand and agree that by signing this Fitness Services Waiver I forfeit any right, claim, or ability to hold the Fitness Provider responsible for any tangible or

intangible damages, loss of property, or loss of life that may occur during or after my use of the facilities and participation in the Fitness Services.

Client Name(s)

Client Signature(s)

Date

HHLC GYM RULES

1. Return weights, clips & bars after use.
2. Use a spotter when lifting. If there isn't anyone around, please utilize spotter arms on all racks! No exceptions
3. Use collars always!
4. Do not sneak people into the gym. This will lead to a lifetime suspension & fines.
5. Do not come into the gym under the influence of drugs or alcohol. Memberships will be suspended indefinitely.
6. If you're lifting alone, you're lifting weights at your own risk!
7. If you make a mess, please clean it up! (Ex. sweat, chalk, spilled drinks, etc.)
8. No rack pulls. This will damage the bars.
9. Don't rest plates on walls or racks. Rest plates on the rubber/ wood pieces attached to the rack!
10. Deadlift on platform & on mats only!
11. Horseplay will not be tolerated (No playing catch, jousting, or tag)
12. Be considerate of others and their lifting area! If someone has headphones on, DO NOT disturb them!
13. To ensure a comfortable atmosphere for everyone, please be courteous and respectful of others.
14. Cheer on all gym goers & teammates!

15. Allow others to “work in” & take turns!
16. Dress and cover your body appropriately.
17. Baby powder should be applied outside!
18. Respect all equipment. If equipment is damaged, tell owners immediately!
19. Create goals and break PR's!

SIGNATURE(S) HERE: _____

MEMBERSHIP CANCELLATION POLICY

You can walk into HHLC where you joined with a signed letter asking us to cancel your membership. Write the letter either by hand or on your computer, including the date, your full name & address. Bring it into the club manager or owner where you joined. Do not forget to sign it. Unfortunately, we cannot accept your cancellation through a phone call, text or email. Cancellation should be before the automatic debit payment that occurs on the first of every month. If you choose to cancel after the first of the month, you will still be charged. No refunds & you'll finish out the monthly membership as usual!

SIGNATURE(S) HERE: _____

CHECK THE PACKAGE(S) YOU WANT

*****Prices differ for teens(18 under) & juniors(19-23)*****

Don't be afraid to ask about price points!

MEMBERSHIPS

*24/7 ACCESS & FREE MONTHLY PROGRAM!

- ☐ Day Pass- \$15
- ☐ Week Pass- \$30
- ☐ High School student membership- \$30
- ☐ College student membership- \$35

- ☐ MILITARY- \$40
- ☐ Monthly membership- \$50
+ \$10 per adolescent (AGE 12-17)
- ☐ Couples membership (1 CARD)- \$70
+ \$10 per adolescent (AGE 12-17)

(OPTIONAL) COACHING SERVICES

- ☐ Personalized programming 4-5 weeks (depending on the month)- \$65
- ☐ Online coaching & personalized programming 4-5 weeks (depending on the month)- \$85

(OPTIONAL) 1:1 IN PERSON TRAINING (1 hour sessions)

*4, 8 & 12 SESSION PACKAGES INCLUDE 4-5 WEEK PERSONALIZED PROGRAMMING, ONLINE COACHING & GYM ACCESS!

- ☐ One, 1:1 session, 1 hour- \$65
- ☐ 4 sessions per month (1 session per week)- \$200. \$50 per session
- ☐ 8 sessions per month (2 sessions per week)- \$360. \$45 per session
- ☐ 12 sessions per month (3 sessions per week)- \$480. \$40 per session

TOTAL COST:

PRINT NAME(S): _____

SIGNATURE OF CARD HOLDER: _____

***Automatic debit payments will occur every 1st of the month!**

CARD INFORMATION (card #, exp date, ZIP CODE & CVC): _____

EMAIL ADDRESS: _____