

KH FITNESS WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

WAIVER AND RELEASE AGREEMENT

This waiver of Liability, Release, Acknowledgement of Risk, and Indemnification Agreement ("Waiver Agreement") is intended to be, and is, legally binding. By signing this Waiver Agreement you are representing that you understand and agree to all terms set forth in this Waiver Agreement.

As a participant at KH Fitness, I understand and I have been informed that my voluntary participation in fitness programs and special events including, but not limited to, the use of weights, number of repetitions and use of any and all machinery or equipment, all apparatus designed for exercising and the associated facilities shall be the participants sole responsibility during all times of fitness training participation and use. I also understand and have been informed that participation in any of the events noted above does pose the risk of serious injury or other adverse health consequences, including death. I am voluntarily participating in these activities and using equipment and machinery with full knowledge of the dangers involved. I agree to self-limit my exertion through good judgment and to terminate any physical activity immediately, if it exceeds my personal limitations, whether or not it exceeds the activity level recommended by the staff or prescribed by my physician. I hereby consent to, and permit emergency medical treatment in the event of any injury or illness. I hereby expressly assume and accept any and all risks of injury or death.

I understand it is my responsibility to seek and to continue to receive medical evaluations from my personal physician to determine if there are any medical conditions or injuries that could limit my participation in fitness or health promotion activities. I do hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment or machinery. I acknowledge that I have either had a physical examination and been given my physicians permission to participate or I have decided to participate in the activity of fitness and the use of equipment and machinery without the approval of my physical and do hereby all responsibility for my participation and ACTIVITIES and utilization of equipment and machinery in my activities.

In consideration for my participation in fitness programs, special events, and exercise activities, in addition to my payment of fees or charge, I voluntarily assume the risk of any injury, loss and/or adverse health consequence, including death. I, for myself, my heirs, executors, administrators and assignees, hereby release KH Fitness and their officers, directors, employees and their affiliated entities from any and all claims, liabilities or demands of any kind arising from any injury, loss or adverse health consequence, including death, related to my participation in fitness or health promotion activities, negligence of employees, volunteer assistances, or independent contractors of KH Fitness.

Subject to these conditions, I affirm that I have read, understand and agree to the terms set forth above and I wish to participate in fitness and/or health promotion programs, exercise activities and special events.

Initial here:

KH Fitness

Hewitt, NJ 07421

WAIVER AND RELEASE AGREEMENT ADDENDUM FOR MINORS

In consideration of having KH Fitness allow my child, who is under the age of eighteen, to participate in the activities and programs of KH Fitness including the use of any equipment or machinery, I hereby, for my child's heirs, executors, administrators or assigns, waive and release any and all rights and claims of any nature my

child may have against KH Fitness its officers, assigns, employees, agents, chapter, licensees, and cooperating entities, their representatives, heirs, executors, administrators, successors, and assigns for and against any and all injuries or damages of any nature my child may suffer while taking part in any activities connected with KH Fitness. This release and consent shall be binding upon my child's heirs executors, administrators or assigns.

Initial here:

PHOTOGRAPH/VIDEO RELEASE FORM

I grant to KH Fitness its representatives and employees the right to take photographs and/or videos of me and my property. I authorize KH Fitness its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that KH Fitness may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

Initial here:

☐ I agree to these terms.

Have you been in contact with someone who has a confirmed case of Covid-19 within the last 7 days? *

☐ Yes ☐ No

Have you shown any symptoms of Covid-19 in the last 7 days? (fever, nausea, diarrhea, body aches, fever, exhaustion, fatigue) *

☐ Yes ☐ No

Have you tested positive for Covid-19 within the last 7 days? *

☐ Yes ☐ No

Sign your name below:

Please read the [Electronic Records and Signature Disclosure](#)

☐ I agree to use electronic records and signatures