

## LIABILITY FORM

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

LIGHTNING FITNESS LLC

85 Nutmeg Road South, South Windsor, CT 06074

Release of Liability

In consideration of being allowed to participate in any way in the Lightning Fitness programs, related events and activities, open gym, the undersigned acknowledges, appreciates and agrees that:

1. The risk of injury from activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releases or other, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless Lightning Fitness Strength and Conditioning, LLC their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"), with respect to all and any injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the releases or otherwise, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

BUYERS RIGHT TO CANCEL

If you wish to cancel this contract (if you sign up), you may cancel by sending a written notice to one of the addresses specified below. The notice must say that you do not wish to be bound by this contract and must be delivered or mailed before midnight of the third business day after you sign this contract. After you cancel, the health club may request the return of all the contracts, membership cards and other documents of evidence of membership. The notice must be emailed to [Lightningfitness@gmail.com](mailto:Lightningfitness@gmail.com)

**Open Gym Membership: \$75 per month with no contract (7 day notice please)**

**Student/Teacher/Military/First Responder Open Membership Discount \$65 (with proof)**

1 EACH MEMBER MUST SCAN IN TO ENTER AND CLOSE THE DOOR BEHIND THEM. THIS MEANS DO NOT HOLD THE DOOR OPEN FOR ANYONE, EVEN IF YOU KNOW THEY ARE A MEMBER! ALLOWING A NON-MEMBER IN THE FACILITY OR DISTRIBUTING YOUR KEY FOB WILL RESULT IN IMMEDIATE MEMBERSHIP TERMINATION

2 GUESTS ARE ALWAYS ALLOWED, BUT YOU MUST COMMUNICATE THAT PRIOR AND ENSURE THEY PAY THE \$20 DROP IN FEE. E-MAIL DATE AND TIME TO [LIGHTNINGFITNESS@GMAIL.COM](mailto:LIGHTNINGFITNESS@GMAIL.COM) TO CONFIRM. THERE IS NO FIRST TIME FREE. YOU ARE RESPONSIBLE FOR YOUR GUEST WHILE THEY ARE HERE AND WILL RECEIVE ANY FINES THEY INCUR. FAILURE TO COMMUNICATE OR PAY THE DROP IN FEE WILL RESULT IN IMMEDIATE MEMBERSHIP TERMINATION. NO ONE UNDER THE AGE OF 16 IS ALLOWED HERE! THIS IS NOT DAYCARE; YOU CANNOT BRING YOUR CHILD WITH YOU TO WORKOUT.

3 THERE ARE NO CONTRACTS, BUT THIS IS A REOCCURRING TRANSACTION EACH MONTH THAT YOU CAN CANCEL AT ANY TIME, I REQUIRE 7 DAYS NOTICE. THERE ARE NO FULL REFUNDS. PLEASE SEND AN E-MAIL TO [LIGHTNINGFITNESS@GMAIL.COM](mailto:LIGHTNINGFITNESS@GMAIL.COM) WHEN YOU NEED TO CANCEL, OR CHANGE ANYTHING REGARDING YOUR MEMBERSHIP.

YOU MAY RECEIVE A PARTIAL REFUND OF 75% IF YOU CANCEL WITHIN 3 DAYS OF SIGNING UP AS LONG AS YOU RETURN THE KEY FOB.

4 PLEASE WEAR DEODORANT! YES I'M AMAZED I HAVE TO SAY THIS TOO. NO ONE WANTS TO SMELL YOUR B/O. SAME GOES FOR TOO MUCH COLOGNE OR PERFUME.

5 PLEASE DO NOT FLUSH ANYTHING BUT THE OBVIOUS, AND TOILET PAPER. ABSOLUTELY NO FEMININE PRODUCTS, OR PAPER TOWELS.

6 BE KIND, AND COURTEOUS TO OTHERS. IF YOU CAN'T ASK NICELY AND SHARE YOU DON'T BELONG HERE. YOU CANNOT TAKE UP EQUIPMENT FOR AS LONG AS YOU WANT WITHOUT LETTING OTHERS WORK IN.

7 ANY KIND OF LEWD CONDUCT WILL NOT BE TOLERATED HERE. MAKING INAPPROPRIATE COMMENTS, STARING, STARTING DRAMA, OR NON-CONSENSUALLY TOUCHING ANOTHER MEMBER, WILL RESULT IN IMMEDIATE AND PERMANENT MEMBERSHIP TERMINATION. THIS IS A GYM, NOT A SOCIAL CLUB.

8 DO NOT GIVE UNSOLICITED ADVICE TO ANYONE! MIND YOUR BUSINESS AND TRAIN. IF YOU ARE NOT SOMEONE'S COACH, DO NOT GIVE ADVICE IF THEY DON'T ASK YOU.

9 ASK FOR A SPOT. YOUR EGO CAN'T SAVE YOU FROM INJURY, BUT ANOTHER PERSON CAN.

10 NEVER INTERRUPT SOMEONE WHO IS ABOUT TO DO A SET AND CERTAINLY NOT IN THE MIDDLE OF A SET. THIS IS EXTREMELY RUDE - YOU ARE IN THE WRONG GYM IF YOU THINK THAT IS OK TO DO. HEADPHONES MEANS THEY DO NOT WANT TO TALK! ASKING FOR A SPOT IS OK HOWEVER.

11 VIDEOING LIFTS IS WELCOMED (PLEASE TAG US!) - GETTING UPSET AT SOMEONE FOR WALKING THROUGH THE FRAME IS NOT. PLEASE BE CONSIDERATE OF OTHER PEOPLE NOT WANTING TO BE IN YOUR VIDEO AS WELL. IF YOU RECORD SOMEONE WITHOUT THEIR PERMISSION AT THIS GYM FOR ANY REASON YOU WILL BE REMOVED WITHOUT QUESTION!

12 USE EQUIPMENT ONLY AS IT'S INTENDED. IF YOU WANT TO ACT LIKE A FOOL FOR SOCIAL MEDIA GO BACK TO A COMMERCIAL GYM.

13 PARK BETWEEN THE LINES! THERE IS ABSOLUTELY NO TAKING UP TWO SPACES, THIS IS EXTREMELY INCONSIDERATE WHEN THE GYM IS BUSY. IF YOU THINK YOUR CAR IS THAT NICE, PARK ACROSS THE STREET. IF YOU PARK IN A HANDICAP SPOT YOU NEED TO HAVE A PASS SHOWING IN YOUR CAR. I WILL HAVE YOU TOWED OTHERWISE!

#### **FINES:**

1 PUT ALL EQUIPMENT BACK IN THE CORRECT SPOT (WEIGHTS, BANDS, ETC.). NON-COMPLIANCE = \$50. THIS IS NOT A JOKE, I WILL FINE YOU. FINES WILL INCREASE \$50 WITH EACH OFFENSE. FOR EXAMPLE THE 2ND TIME WILL BE \$100, 3RD TIME WILL BE \$150. THERE IS NO EXCEPTION TO THE RULE. IT IS RUDE AND INCONSIDERATE TO OTHERS. WE ARE NOT HERE TO CLEAN UP AFTER YOU.

2 WIPE YOUR SWEAT. THERE ARE PAPER TOWELS AND SPRAY ALL OVER THE GYM. NO ONE WANTS TO LAY IN YOUR SWEAT. NON-COMPLIANCE = \$50 FINE

3 DO NOT PUT WEIGHTS, OR DRINKS ON BENCHES OR EQUIPMENT. THE ONLY THING THAT SHOULD BE ON EQUIPMENT IS YOURSELF. WEIGHTS CAN RIP LEATHER, AND DRINKS LEAVE MARKS. THE EQUIPMENT IS NOT A TABLE FOR YOUR JUNK. NON-COMPLIANCE = \$50

4 KEEP CHALK ON YOUR HANDS, AND IN THE BOWL - TRUST ME IT WON'T HELP YOU LIFT MORE. CLEAN CHALK OFF BARS WITH THE BAR BRUSHES AROUND THE GYM. IF YOU MAKE A MESS ON THE FLOOR, CLEAN IT. SAME GOES FOR BABY POWDER. I HATE BABY POWDER! NON-COMPLIANCE = \$50 FINE

5 DO NOT LEAVE TRASH OUT (INCLUDES, BUT NOT LIMITED TO: PAPER TOWELS, WRAPPERS, AND BOTTLES/SHAKERS). NON-COMPLIANCE = \$50 FINE

6 IF YOUR PAYMENT DOES NOT GO THROUGH THERE WILL BE A \$5 CHARGE. WHEN PAYMENTS DO NOT GO THROUGH I STILL GET CHARGED A PROCESSING FEE, SO PLEASE BE ON TOP OF THIS. YOUR KEY FOB WILL ALSO BE SHUT DOWN UNTIL THE ISSUE IS RESOLVED. YOU RECEIVE AN E-MAIL FROM WODIFY WHEN EACH PAYMENT GOES THROUGH, OR DOESN'T

#### **EQUIPMENT/EXERCISES:**

1 IF YOU PLAN ON USING STONES (STRONGMAN) YOU NEED TO HAVE YOUR OWN TACKY AND CLEANER. PLEASE STAY OUT OF THE BATHROOM UNTIL IT IS TOTALLY OFF YOU, AND REMEMBER TO CHANGE YOUR SHOES BEFORE GOING IN THE BATHROOM! STONES ARE ONLY TO BE USED ON THE PLATFORM WITH CRASH MATS. DROPPING THEM CAN BREAK THE FLOOR!

2 RACK PULLS ARE ALLOWED WHEN ONLY ONE BAR THAT IS LABELED "RACK PULL BAR". OTHERWISE USE THE BLOCKS AND WAGON WHEELS TO DEADLIFT FROM THE HEIGHT YOU NEED. IF YOU BEND A BAR YOU WILL BUY ME A NEW ONE. THIS ALSO GOES IF YOU DUMP A BAR WHEN SQUATTING AND BEND IT, AGAIN ASK FOR A SPOT!

3 DO NOT DROP WEIGHTS! THE ONLY TIME YOU CAN DROP A BAR IS IF YOU ARE USING BUMPERS, SO CONTROL DEADLIFTS DOWN. IF YOU ARE USING HEAVY DUMBBELLS USE THE CRASH MATS. SAME GOES FOR MACHINES, THERE IS NO NEED TO CRASH WEIGHT STACKS DOWN ON MACHINE AS WELL, THIS PUTS WEAR AND TEAR ON THE EQUIPMENT THAT WILL EVENTUALLY BREAK IT.

4 YOU CANNOT RESERVE EQUIPMENT BY PUTTING YOUR BELONGINGS ON IT, THEN WARMING UP FOR 20 MINUTES. YOU ARE EITHER USING IT OR YOU ARE NOT.

5 DO NOT REMOVE WEIGHTS FROM A RACK OR EQUIPMENT THAT IS BEING USED. WEIGHT PLATES ARE COLOR CODED ON THE RACKS AND BENCHES.

6 DO NOT STAND IN FRONT OF THE DUMBBELL RACK WHEN USING THEM. STAND BEHIND THE ORANGE LINE SO OTHER PEOPLE CAN GET TO THE DUMBBELLS!

**I TAKE THESE RULES VERY SERIOUSLY. YOU WILL BE FINED \$50 FOR BREAKING THEM, OR YOU WILL BE KICKED OUT OF THIS GYM**

☐ I agree to these terms.

**How did you hear about us? \***

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**Why do you want to train here? \***

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Instagram handle? We don't care what you post, we just like to follow our members \*

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Are you interested in having a trainer here? \*

☐ Yes ☐ No

How would you like to be contacted if interested in joining? (call, text, e-mail) If you are here for a drop in please say so. \*

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Sign your name below:

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Please read the [Electronic Records and Signature Disclosure](#)  
☐ I agree to use electronic records and signatures