BAILEY'S GYM WAIVER

Full Name	Email Address		Gender
Street Address	City	Province/Region	Zipcode
Country	Date of Birth		

Release of Liability

Client's acknowledgement and assumption of risk and full release from liability of Cooperative Gym known as Bailey's Gym and its organizers: client acknowledges that the personal training/nutritional service programs purchased hereunder includes participation in strenuous physical activities, including, but not limited to, running, weight training, stationary bicycling, gymnastic movements, various aerobic conditioning machinery and various nutritional programs offered by Bailey's Gym (the "physical activities"). Client acknowledges these physical activities involve the inherent risk of physical injuries or other damages, including, but not limited to, heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat exhaustion, knee/lower back/foot injuries and any other illness, soreness, or injury, however caused, occurring during or after client's participation in the physical activities. Client further acknowledges that such risks include, but are not limited to, injuries caused by the negligence of an instructor or other person, defective or improperly used equipment, over-exertion of a client, slip and fall by client, or an unknown health problem of client.

Client agrees to assume all risk and responsibility arising from participation in the physical activities. Client affirms that client is in good physical condition and does not suffer from any disability that would prevent or limit participation in the physical activities. Client understands that it is the responsibility of client to consult with a physician prior to and regarding any participation in the classes, programs, training or boot camps and understands the strenuous nature of this program and or fitness evaluation process. Client acknowledges participation will be physically and mentally challenging, and client agrees that it is the responsibility of client to seek competent medical advice regarding any concerns or questions concerning the ability of client to take part in Bailey's Gym physical activities. By signing this agreement, client affirms that he or she is capable of participating in the physical activities. Client agrees to assume all risk and responsibilities for exceeding his or her physical limits.

Client, on behalf of client, his or her heirs, assigns and next of kin, waives any claims against and releases Bailey's Gym (as well as any of its owners, employees, volunteers or other authorized agents, including independent contractors) from any and all liability, claims and/or causes of action that client may have for injuries or other damages of any kind, including but not limited to punitive damages, arising out of participation in strenuous activities, including, but not limited to the personal training/nutritional programs and the physical activities.

If I am signing on behalf of a minor child, I also give full permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well-being of the child.

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RHABDOMYOLYSIS Understanding and Acknowledgement

Rhabdomyolysis is a medical disorder that harms the kidneys. The disease results from the toxicity of destroyed muscle cells. A pigment that contains Iron, called myoglobin, that exists in skeletal muscle enters the bloodstream after the muscle suffers damage. The kidneys have difficulty filtering the myoglobin out of the bloodstream, because it blocks the structures within the kidney, which can result in serious kidney damage or kidney failure. Additionally, the dead skeletal muscle can cause large shifts in fluid from the bloodstream into the muscle, which reduces the relative fluid volume of the body and can lead to shock and reduced blood flow to the kidneys. This condition has many causes, among them are:

- $\bullet\,$ Severe exertion such as marathon running or calisthenics i.e. CrossFit
- Ischemia or necrosis of the muscles (as may occur with arterial occlusion or other conditions)
- Seizures, Trauma, Shaking, Chills
- Heat intolerance and/or heatstroke
- Alcoholism (with subsequent muscle tremors)
- · Low phosphate levels

Rhabdomyolysis affects about one out of 10,000 people in the United States, with slighter higher incidence in men. Rhabdomyolysis accounts for an estimated eight to fifteen percent of cases of acute renal failure. About five percent of rhabdomyolysis cases result in death.

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Bailey's Gym Rules:

- 1. **Everyone is welcome here**. This is our motto and also a rule, so be nice! \Box
- 2. **Be on time**. Everyone's time is important and we've got a lot to cover in an hour. Classes will start at their scheduled time, if you are more than 10 minutes late, the coach may ask you to wait until the next class time.
- 3. Be respectful to the equipment. No dropping empty barbells, or bars with only 10-pound plates.
- 4. Clean up after yourself. Leave the gym and equipment in the same condition you'd like to find it.
- 5. Be respectful to your coach. Noticing a theme here? You coaches have spent a lot of time and effort learning the best ways to help you, so let them.
- 6. Let the coaches do the coaching. If you're interested in being a coach, let us know! But unless you are leading the class, please leave the tips, cues, and advice to the coach.
- 7. Classes take priority. PT sessions are a close second. You are welcome to do your own workouts as your schedule allows, but if there is a class or PT session in progress at the same time, they take priority. Please yield, equipment, space, clock, etc. to the needs of the class.
- 8. No pets and no kids. Sorry, we love both, but a gym is not the place for them. Also, our insurance says so... (Children 16 and older permitted with guardian consent).
- 9. Check your ego. We're all here to have a good time and get fit, leave your ego at the door and you are guaranteed to accomplish both.
- 10. Smile! Ok, this one isn't enforced, but it sure does help.

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Media release:

I authorize Bailey's Gym, and those acting pursuant to its authority to:

- 1. Record my likeness and/or voice on video, audio, photographic, digital, electronic, or any other medium.
- 2. Use my name and biographical material in connection with such recordings.
- 3. Use, reproduce, exhibit and/or distribute my name, biographical material, and such recordings in any medium for a variety of promotional, advertising, educational, and/or other lawful purposes.

I agree to release Bailey's Gym of all liability related to the recordings and waive any claims of rights, ownership, or compensation regarding such uses, and agree and understand that all such recordings shall remain the property of Bailey's Gym. In addition, I waive the right to inspect or approve the finished product, including written or electronic copies, where my information and/or recordings appear. I hold harmless and release and forever discharge Bailey's Gym from all claims, demands, and causes of action which I or my representatives of other persons acting on my behalf may have by reason of this authorization.

Initial here:	
☐ I agree to these terms.	
Sign your name below:	
	Please read the <u>Electronic Records and Signature Disclosure</u> ☐ agree to use electronic records and signatures