

OPTIMUS HEALTH CENTER
GENERAL MEMBER WAIVER OF LIABILITY & RELEASE

I, _____ am aware that physical exercise can be strenuous and subject to risk of serious injury, and that Optimus Health Center recommends that I obtain a physical examination from a doctor prior to starting any exercise program, use of exercise equipment or participate in any exercise/activity program and that in signing up in this facility means that I have obtained such clearance from my physician allowing me to engage in any exercise program or use of equipment at Optimus Health Center.

You (each client, each participating family member, or if you are the adult that is allowing a minor family member to participate) agree that if you engage in any physical exercise or activity or use any gym amenity on the premises or off premises, including any sponsored gym event or exercise classes, you do so entirely at your own risk. You agree that you are voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury, illness or death. Any recommendation that we make for changes in diet, including if you purchase any food supplements, weight reduction and/or body building enhancement product is entirely your responsibility, and you should consult a physician prior to undergoing any dietary or food supplement changes. This waiver and release of liability includes, without limitation, all injuries which may occur as a result of 1) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or Instruction. 2) the sudden and unforeseen malfunctioning of any equipment. 3) our instruction, training, supervision, or dietary recommendations. 4) your slipping and/or falling while in the building or on the premises, including adjacent sidewalks and parking areas.

I/we hereby acknowledge my responsibility in communicating any physical and psychological concerns that might conflict with participation in activity. I/we acknowledge that I am physically fit and mentally capable of performing the physical activity I choose to participate in. I acknowledge that I have carefully read this waiver and release and fully understand that it is a release of liability. I hereby take the following actions for myself and my executors, administrator, heirs, next of kin successors and assigns 1) I waive release and discharge from all claims or liabilities for personal injury, death or damages of any kind. 2) I agree not to sue and expressly agree to release and discharge Optimus Health Center, and all affiliates, employees, agents, representatives, successors or assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I may otherwise have to bring a legal action for personal injury or property damage. By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.

Name of Participant (Print): _____ **Sex:** M F **Date of Birth:** _____

Address (Street, City, State, and Zip Code): _____

Email Address: _____

Emergency Contact (Name and Phone Number):

Signature: _____ **Date:** _____

Optimus Staff Signature: _____ **Date:** _____

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Gym Rules

- Consideration of others is an absolute rule
- Return weight plates and dumbbells to their designated places
- If you move any equipment, put it back where it belongs
- Do not drop or bang free weights, machine weights, or dumbbells. Do not be overly noisy
- Members are required to clean each machine after use with provided towels and cleaner
- Wear appropriate gym clothing, closed toe athletic shoes are required (no work boots, sandals, or flipflops). Shirts are required
- No foul language or horseplay
- Lockers are for day use ONLY
- Use equipment properly. Misusing equipment could result in injury. Ask for directions from a gym staff member if unfamiliar with equipment
- No one under the age of 14 is permitted on the workout floor without supervision from parent/guardian
- We are not responsible for lost personal belongings
- No pets allowed
- No smoking anywhere in the facility
- No food and drink (except water) in the workout area
- Personal training by trainers not employed by Optimus is not permitted
- Members without a valid membership will not be allowed to work out in the gym
- Members must leave promptly at closing time

MEMBERS NOT FOLLOWING THESE GYM RULES MAY BE ASKED TO LEAVE. OPTIMUS RESERVES THE RIGHT TO REVOKE THE MEMBERSHIP OF ANYONE WHO VIOLATES THE RULES WITH NON-REFUNDABLE MEMBERSHIP FEES.

Optimus Health Center reserves the right to refuse membership for people with obvious health and/or psychological issues that would make it unsafe to use the equipment.

Member Signature

Date