



Foxy Body Workout Health Info Sheet & Waiver

First Name Last Name Birthdate Age

Street Address City State Zip

Phone Number Primary E-Mail Referred By

Name of Emergency Contact & Phone Number

Exercise: Have you exercised in the past 6 months? yes no

If so, what types of activities and how often? _____

Are there any exercises that you are not able to do or that do not feel right for your body?

Health:

Do you have any injuries or have you had any recent surgeries? If so, what?

Are you currently taking any medications or supplements? If so what?

Please check if you have had any of the following:

- | | |
|------------------------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> High Cholesterol | <input type="checkbox"/> Asthma or Difficulty Breathing |
| <input type="checkbox"/> Low or High blood pressure | <input type="checkbox"/> Stroke |
| <input type="checkbox"/> Back pain or injuries | <input type="checkbox"/> Diabetes |
| <input type="checkbox"/> Knee, Shoulder, or other joint problems | <input type="checkbox"/> Arthritis |
| <input type="checkbox"/> Liver, lung, or kidney disease | <input type="checkbox"/> Loss of consciousness |
| <input type="checkbox"/> Heart trouble or Heart Disease | <input type="checkbox"/> Chest Pain, or Irregular Heart Beat |

If you answered yes to any of the above questions, please explain in further detail:

Is there anything else regarding your health or any medical conditions that should be mentioned?

Fox Fitness Release and Waiver of Liability

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AND FULL RELEASE FROM LIABILITY OF FOX FITNESS:

I ACKNOWLEDGE AND AGREE THAT (I) THERE ARE RISKS ASSOCIATED WITH STRENUOUS ATHLETIC OR PHYSICAL ACTIVITY, THE USE OF EXERCISE EQUIPMENT, AND PARTICIPATION IN AN EXERCISE OR TRAINING PROGRAM, TRAINING SERVICES AND/OR TRAINING SESSION, (II) USE OF ANY FACILITY AND/OR EXERCISE EQUIPMENT IS UNDERTAKEN BY CLIENT VOLUNTARILY, AND (III) SUCH USE MAY INCLUDE THE RISK OF SERIOUS BODILY INJURY OR DEATH.

I ACKNOWLEDGE THAT TRAINING SERVICES AND PARTICIPATION IN TRAINING SESSIONS PURCHASED HEREUNDER INCLUDE PARTICIPATION IN STRENUOUS PHYSICAL ACTIVITIES AND COULD RESULT IN SERIOUS ILLNESS, INJURY, DISCOMFORT, IMPAIRMENT OR OTHER HEALTH PROBLEM INCLUDING WITHOUT LIMITATION HEART ATTACKS, MUSCLE-STRAINS, PULLS OR TEARS, BROKEN BONES, SHIN SPLINTS, HEAT PROSTRATION, KNEE/LOWER BACK/FOOT INJURIES, PARTIAL OR TOTAL DISABILITY, PARALYSIS, I FURTHER ACKNOWLEDGE THAT SUCH RISKS INCLUDE, BUT ARE NOT LIMITED TO, INJURIES CAUSED BY THE NEGLIGENCE OF A TRAINER, INSTRUCTOR OR OTHER PERSON, DEFECTIVE OR IMPROPERLY USED EQUIPMENT, OVER-EXERTION OF CLIENT, SLIP AND FALL BY CLIENT, OR AN UNKNOWN HEALTH PROBLEM OF CLIENT. I HAVE FULL KNOWLEDGE OF SUCH RISKS AND DANGERS, INCLUDING SUCH RISKS THAT MAY ARISE FROM THE NEGLIGENCE OF OTHERS. ALL EQUIPMENT IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

I HEREBY AGREE TO ASSUME ALL RISK AND RESPONSIBILITY INVOLVED WITH PARTICIPATION IN THE PHYSICAL ACTIVITIES AND TRAINING SESSIONS AND RECEIPT OF TRAINING SERVICES FROM FOX FITNESS. I AFFIRM THAT I AM IN GOOD PHYSICAL CONDITION, AND DOES NOT SUFFER FROM ANY DISABILITY THAT WOULD PREVENT OR LIMIT PARTICIPATION IN THE PHYSICAL ACTIVITIES OR TRAINING SESSIONS, OR RECEIPT OF TRAINING SERVICES. I ACKNOWLEDGE PARTICIPATION WILL BE PHYSICALLY AND MENTALLY CHALLENGING, AND I AGREE THAT IT IS MY RESPONSIBILITY TO SEEK COMPETENT MEDICAL OR OTHER PROFESSIONAL ADVICE, REGARDING ANY CONCERNS OR QUESTIONS INVOLVED WITH THE ABILITY OF CLIENT TO TAKE PART IN PHYSICAL ACTIVITIES AND TRAINING SESSIONS PROVIDED BY, AND RECEIVE TRAINING SERVICES FROM, FOX FITNESS. BY SIGNING THIS AGREEMENT, I ASSERT THAT I AM CAPABLE OF PARTICIPATING IN THE PHYSICAL ACTIVITIES AND TRAINING SESSIONS AND OF RECEIVING TRAINING SERVICES FROM FOX FITNESS.

FOR AND IN CONSIDERATION FOR THE PROVIDING OF TRAINING SERVICES TO CLIENT AND/OR THE PARTICIPATION IN ANY TRAINING SESSION BY CLIENT, CLIENT, ON BEHALF OF CLIENT, ITS HEIRS, ASSIGNS AND NEXT OF KIN, AGREE TO FULLY RELEASE FOX FITNESS (AS WELL AS ANY OF ITS SHAREHOLDERS, DIRECTORS, OFFICERS, OWNERS, EMPLOYEES, INDEPENDENT CONTRACTOR OR OTHER AUTHORIZED AGENTS) AND THE FACILITY (AS WELL AS ANY OF ITS SHAREHOLDERS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, INDEPENDENT CONTRACTORS OR OTHER AUTHORIZED AGENTS) (COLLECTIVELY, THE "FOX FITNESS PARTIES") FROM ANY AND ALL LIABILITY, CLAIMS, DISPUTES, LOSSES, DEBTS, LIENS, CHARGES, PENALTIES, PROCEEDINGS, CAUSES OF ACTION, DAMAGES AND/OR LITIGATION INCLUDING FOR PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, INJURY AND ILLNESS RESULTING FROM ANY TRAINING SESSIONS, TRAINING SERVICES AND/OR PHYSICAL ACTIVITIES PROVIDED BY FOX FITNESS, EVEN IF CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL ACTS OR OMISSIONS AND/OR ANY OTHER TYPE OF FAULT OF FOX FITNESS, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, OWNERS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR OTHER AUTHORIZED AGENTS. FOX FITNESS AND THE FOX FITNESS PARTIES DISCLAIM ANY CLAIM IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY). IN NO EVENT SHALL FOX FITNESS OR THE FOX FITNESS PARTIES BE LIABLE FOR EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, THE PROVIDING OF TRAINING SERVICES OR THE CLIENT'S PARTICIPATION IN ANY TRAINING SESSION PROVIDED BY FOX FITNESS INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFIT, LOSS OF USE, LOSS OF CONSORTIUM, LOSS OF SAVINGS, OR LOSS OF REVENUE. IF FOX FITNESS OR THE FOX FITNESS PARTIES ARE DEEMED TO HAVE ANY LIABILITY UNDER THIS AGREEMENT, FOR THE PROVIDING OF TRAINING SERVICES OR ARISING OUT OF CLIENT'S PARTICIPATION IN ANY TRAINING SESSION, SUCH LIABILITY SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID TO FOX FITNESS BY THE CLIENT PURSUANT TO THIS AGREEMENT.

SAFETY: Client agrees to abide by all policies, rules and regulations for the safe and proper use of the Facility and any equipment used in any Training Session including following any verbal or written instructions provided by any trainer. Client agrees to seek instruction from its trainer or other Facility personnel in the use of all equipment including without limitation all fitness machines, free-weights, cardio or aerobic equipment, fitness banks or other apparatuses prior to use.

NAME AND LIKENESS RELEASE: I understand that Trainer, may photograph or video me prior to, during the delivery of Training, or at the completion of Training and I agree to allow Trainer to use photographs and videos of me, as well as, name and likeness for promotional purposes.

I have read and have understood this release. I understand by signing this Release, I have given up substantial rights. I have voluntarily signed this Release. I have read this release before signing below, and I fully understand the contents, meanings and impact of this release and waiver.

Client's Signature

Trainer's/Representative's Signature

Date