

MOMENTUM WEIGHT LOSS & TRAINING CENTER

Basic Information

Name of Participant: _____ Date: _____

DOB: _____ Address: _____

Home Phone: _____ Cell: _____

Are you 18 years or older: _____

Are you currently Pregnant or breastfeeding? _____

Do you currently have any physical injuries or limitations? _____

If yes, what? _____

What is your fitness related goals? _____

What are your favorite types of exercise? _____

What are your least favorite types of exercise? _____

What do you do for work? _____

What are your hobbies? _____

Are you interested in a nutrition or weight loss plan along with
accountability? _____

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In the event of an emergency, please contact the following person in the order presented.

Emergency Contact	Contact Relationship	Contact Phone#
_____	_____	_____
_____	_____	_____
_____	_____	_____

Which Class or package most interest you:
(please circle all that apply)

TRX 8 Week session (2 classes a week) \$135 Prepay

Morning

Evening

Personal Training

\$35.00 per session

2 days a week \$240 Prepay (8 sessions @ \$30/session)

3 days a week \$300 Prepay (12 sessions @ \$25/session)

Small Group (2-3 people)

2 days a week \$200 Prepay (8 sessions @ \$20/session)

3 days a week \$180 Prepay (12 sessions @ \$15/session)

Cancellation Policy

Sessions are to be scheduled upon payment. If a client cancels or no shows their scheduled session will still be charged for that session, **no exceptions**. (I do understand emergency situations and such happen and I will be understanding if those situations arise).

If I have to cancel your session, you will not be charged, and your session will be rescheduled.

I _____, understand and agree to the cancellation policy as stated above.

Signature _____

Date _____

Waiver and Release of Liability

MOMENTUM WEIGHT LOSS & TRAINING CENTER

IN CONSIDERATION OF the risk of injury that exists while participating in TRX Suspension Training and/or personal training (hereinafter the “Activity”); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HERBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, “Releasor”, “I” or “me” which terms shall also include Releasor’s parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims, or causes of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge MOMENTUM WEIGHT LOSS & TRAINING CENTER, located at 3210 avenue B Suite A , Scottsbluff, Nebraska 69361, their affiliates, managers members agents attorney’s, staff, volunteers, heirs, representatives, predecessors, successors and assignees (collectively “Releasee’s”), from any physical or phycological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALIYSIS), ECONOMIC OR EMOTIONAL LOSS AND DEATH. I UNDERSTAND THAT THESE INJURIES OR NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S), NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

MOMENTUM WEIGHT LOSS & TRAINING CENTER

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Momentum Weight Loss & Training Center to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AED's, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and my carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of Momentum Weight Loss & Training Center official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Momentum Weight Loss & Training Center AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Momentum Weight Loss & Training Center FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Momentum Weight Loss & Training Center, its agents and employees.

MOMENTUM WEIGHT LOSS & TRAINING CENTER

I agree that this Release shall be governed for all purposes by Nebraska law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THE INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's-length, without duties or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, _____ and Momentum Weight Loss & Training Center agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purpose for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable but that by limiting said provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, constructed and enforced as so limited.

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS

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AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THE RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant's Name: _____ Date _____

Participant's Signature: _____

PARENT/GAURDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I HEREBY CERTIFY that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name: _____

Relationship to the minor: _____

Signature: _____

Date: _____