



### **Class Participant Agreement and Waiver**

#### Contact Information

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PRINT Full Name of Emergency Contact: \_\_\_\_\_

Name and relationship of emergency contact person:  
\_\_\_\_\_

Phone(s) of Contact Person: \_\_\_\_\_

#### Class Participation Acknowledgement

I, (print name) \_\_\_\_\_, have enrolled in a program of strenuous physical activity including, but not limited to, a variety of outdoor group exercise classes (the "Classes"), including weight training and various aerobic activities offered by Mountain Girl Fitness, LLC ("MGF"). By signing this waiver, I certify that I am in good health and physical condition and do not suffer from any disability which would prevent or limit my participation in the Classes. I agree to abide by any decision of any MGF employees, organizers, representatives, agents, and officers (individually and collectively, the "MGF Parties") regarding my ability to safely complete and participate in the Classes. I fully understand that I may injure myself as a result of my participation in the Classes including, but not limited to, miscarriage, heart attack, muscle strains or tears, pulls, or tears, broken bones, sprains, shin splints, heat exhaustion or heat stroke, knee injuries, lower back injuries, and foot and leg injuries. I acknowledge that enrollment fees are non-refundable and non-transferable for any reason.

\_\_\_\_\_  
My Initials

Risk Acknowledgement, Indemnity and Release

In consideration of my participation in the Classes, I hereby assume all risks, known and unknown, associated with participation in the Classes including, but not limited to, any injuries resulting from falls, contact with other participants, and the conditions of Class sites, bodily injuries and death. To the fullest extent permitted by law, I hereby agree to indemnify, hold harmless and defend the MGF Parties from and against any and all claims, losses, damages, expenses and other liabilities (including, but not limited to, court costs and attorney's fees) arising out of or resulting in whole or in part from my participation in the Classes. I for myself and anyone entitled to act on my behalf, including, but not limited to my heirs and successors, hereby RELEASE, WAIVE AND FOREVER DISCHARGE the MGF Parties from any and all claims, losses, damages, expenses and other liabilities of any kind arising out of my participation in the Classes even if such claims, losses, damages, expenses and other liabilities arise out of negligence or carelessness on the part of any or all of the of the MGF Parties.

\_\_\_\_\_  
My Initials

Media Release

I hereby grant and convey to the MGF Parties all right, title and interest I may have in any and all photographs, motion pictures, video recordings, and any other recordings made during or about the Classes, and the MGF Parties shall have the right to exploit such recordings throughout the universe, an unlimited number of times, in perpetuity by any and all means and media, now known or hereafter invented.

\_\_\_\_\_  
My Initials

Medical Emergencies

If a medical emergency involving me occurs during a Class, I understand that the MGF Parties will attempt to contact my emergency contact listed above. If that person cannot be reached or time does not permit, I hereby give permission to the MGF Parties to contact emergency services for help, and give permission to a licensed physician or other licensed medical provider to provide proper treatment, including but not limited to hospitalization, injection, anesthesia and/or surgery. I hereby RELEASE, WAIVE AND FOREVER DISCHARGE the MGF Parties from any and all claims, liabilities, causes of action, damages, demands, judgments, executions, liens and costs whatsoever in law or equity, including, without limitation, liability for death or bodily injuries to any person or damage to any property resulting from any (i) claims made against medical providers of emergency services under this authorization, or (ii) against the MGF Parties for obtaining emergency medical services for me pursuant to this authorization and waiver.

\_\_\_\_\_  
My Initials

Other Activities

Participants of MGF programs are often encouraged to participate in activities, events, races and other group challenge activities which are run by independent third parties that are not affiliated with MGF (the "Other Activities"). MGF assumes no responsibility for any such Other Activities and you agree that participation in such Other Activities will be entirely at your own risk, and that you will indemnify, hold harmless and defend the MGF Parties from and against any and all claims, losses, damages, expenses and other liabilities (including, but not limited to, court costs and attorney's fees) arising out of or resulting in whole or in part from my participation in Other Activities.

\_\_\_\_\_  
My Initials

Payments

Payment for boot camp, yoga class or personal training selected are \$\_\_\_\_\_. Boot camps are four -weeks sessions (the "session"). Dues for any session or service must be paid in advance.

- I understand that all agreements for boot camps are for four week sessions
- I understand that I may not participate in boot camps, yoga or personal training until my payment has been received

Payment Summary:

Payment method: \_\_\_\_\_ Cash \_\_\_\_\_ Check # \_\_\_\_\_ Bank Card #: \_\_\_\_\_  
Credit Card #: \_\_\_\_\_ Exp. Date \_\_\_\_\_ 3-digit code \_\_\_\_\_

Total Payment Due: \$\_\_\_\_\_

Acceptance and Agreement:

I hereby agree to accept and abide by the terms of this Agreement. I understand that this membership agreement is for a term of four weeks and will continue thereafter on a four-week basis unless cancelled by me.

I hereby authorize Mountain Girl Fitness, LLC to charge my credit card or debit card provided above to effect payment for dues and approved membership charges for the duration of my/our membership. This authorization is to remain in full effect until MGF has received notification from me (either of us) of cancellation.

\_\_\_\_\_  
My Initials

\_\_\_\_\_  
Date

\_\_\_\_\_  
Your Signature

**If you are under the age of 18, your parent or guardian must execute this form on your behalf.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Your Parent's or Guardian's Signature