



Waiver and Release Form

Par-Q-Health Questionnaire

YES NO Has your doctor ever said you have a heart condition and to only engage in physical activity recommended by a doctor?

YES NO Do you feel pain in your chest with physical activity, or have you in the past month felt chest pain with physical activity?

YES NO Do you lose your balance because of dizziness or ever have loss of consciousness?

YES NO Do you have a bone or joint problem that can be made worse by physical activity?

YES NO Is your doctor prescribing drugs for blood pressure or a heart condition?

YES NO Do you know of any other reason you should not engage in physical activity?

If you answered YES to one or more questions talk with your doctor by phone or in person before becoming more physically active and participating in fitness instruction or activity.

You have agreed to purchase a membership, personal training session or class at a facility that allows **members** access at any time. As such, you are aware that there will be **no supervision or assistance** outside of classes and personal training sessions. You are also aware that if you are injured, become unconscious, suffer a stroke or heart attack, or suffer any other medical emergency that there will likely be no one to respond to your emergency and this facility has no duty to provide assistance to you. Even though this facility is equipped with surveillance cameras, it is likely that should you require immediate assistance, none will be provided. We HIGHLY recommend that you have a workout partner accompany you while at Trunk Trainers Inc., but it is entirely up to you. **Initial**_____

Because physical exercise can be strenuous and subject to risk of serious injury, Trunk Trainers Inc. urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest, or participant) agree that if you engage in any physical exercise or activity, or use any club amenity on the premises or off premises including any sponsored club event, classes or personal training sessions, you do so **entirely at your own risk**. You agree that you are voluntarily participating in the use of this facility and the activities of Trunk Trainers Inc., and **assume all risk** of injury, illness, or death. We are also not responsible for any loss of your personal property. **Initial**_____

This waiver and release of liability includes, without limitation, all injuries which may occur, regardless of negligence, as a result of; (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training session or instruction, (b) the sudden and unforeseen malfunctioning of any equipment and (c) your slipping and/or falling while in the club, or on the club premises, including adjacent sidewalks and parking areas. **Initial**_____

You acknowledge that you have carefully read this "waiver and release" and fully understand it is a **release of liability**. You expressly agree to release and discharge Trunk Trainers Inc., and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring legal action against Trunk Trainers Inc. for negligence, personal injury or property damage. **Initial**_____

Note: Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this agreement will remain in full force.

Signed: _____ Phone _____

Printed Name _____ Email _____

Dated: ____/____/____ Address _____

Terms and Conditions

Please be courteous and kind to all members and guests, and clean up after yourself. Bring a towel to use on equipment and clean equipment when finished. The equipment and services of Trunk Trainers are provided with the best interest of our members in mind. Trunk Trainers cannot guarantee specific equipment or services will always be provided but welcome any input or requests for creating the perfect exercise environment.

We strive to provide the best programs possible for our members. **Free and private classes are provided as an additional service to membership but are not guaranteed, and the class schedule may change without notice.** Members must sign up for classes with their MINDBODY account to be guaranteed a spot or to be notified of cancellations. Membership, key codes and free classes are for members only. Personal training and private classes are for members and non-members.

Scheduling is conducted on a first come, first served basis. Trunk Trainers Inc. will honor requests on specific scheduling whenever possible. Specific personal trainers and class instructors may not be available or guaranteed and substitutes may be used on occasion.

Packages must be purchased prior to scheduling personal training sessions and private classes to be guaranteed that spot. Payment may be made with cash, check or credit/debit card. \$20 charge for returned checks. There are no refunds for the personal training or class packages. Sessions in package must be used within 6 months of purchase unless otherwise indicated. Packages may be transferred if client is unable to complete sessions due to medical reasons, after transferee completes a Liability Waiver.

There is a 24 hour cancellation policy for rescheduling training sessions and private classes. Cancellation must be made via telephone message, text or email more than 24 hours in advance of scheduled training to trainer or instructor in order to not be charged for the session or class. If a training or private class is cancelled with less than 24 hr notice a complementary session will be given to client or member. Some exceptions may apply. **Late policy:** The client has purchased the specific hour they are scheduled for and trainer will remain on location until that hour is complete. The session will begin when the client arrives and will end on schedule. No shows will be charged for the session.

Children may accompany members if they are supervised at all times and do not use equipment in the facility, and they are not disturbing other members, including the neighboring businesses. Parents are responsible for the safety of their children and may be asked to respond to the needs of the child if they are not behaving appropriately. Please take special care with children on the second level, stairs, and in the parking lot. Children under 18 must have an adult present during personal training sessions and while using the facility. If transportation is required for personal training client, their "ride" may use the facility free of charge for that hour after signing a liability waiver. Guests may accompany members to try the gym after completing a liability waiver.

The upper unit, suite 206 is for women only. **Men may be in the unit only with a trainer present. Otherwise there will not be men in the unit unless they are on Trunk Trainers staff.** The upper level is open 24 hours per day, 7 days per week unless a closure is indicated for safety reasons. The lower unit in suite 107 is open M-F 6am-6:30pm and Saturday 8am-12pm. The gym may be closed occasionally without notice. See calendar for scheduled closures for major holidays. For your safety video surveillance is used in the facility. The gates to Hale Ku'i Plaza are locked and unlocked by the businesses in the complex. Please park along the road outside of the gate if using the gym outside of normal business hours.

I have read and agree to follow the policies set forth in this agreement.

Name _____ Date _____
Signature _____