

# FitTek GUEST REGISTRATION FORM

This form may also be used for gym members under 25 years of age who are apparently healthy.  
[You and your parent[s] must sign where required, if you are less than 18 yrs of age!]

Name \_\_\_\_\_ Date \_\_\_\_\_ Age \_\_\_\_\_  
Address \_\_\_\_\_  
Best phone # \_\_\_\_\_ Interested in membership? yes no  
Emergency contact \_\_\_\_\_ Best phone # \_\_\_\_\_  
Please list medications or allergies to medications \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Regular physical activity is fun and healthy and being more active is very safe for most people. However, some people should check with their doctor before they start becoming much more physically active.

If you are over 69 years of age, and are not used to being very active, we highly recommend you check with your doctor by phone or in person before you start. **Please circle an answer to the questions below;**

1. Has your doctor ever said you have a heart condition and that you should only do physical activity recommended by a doctor? **Yes No**
2. Do you feel pain in your chest when doing physical activity? **Yes No**
3. In the past month, have you had chest pain while not doing physical activity? **Yes No**
4. Do you lose your balance because of dizziness or do you ever lose consciousness? **Yes No**
5. Do you have a bone or joint problem that could be made worse by a change in your physical activity? **Yes No**
6. Is your doctor currently prescribing drugs for you blood pressure or heart condition? **Yes No**
7. Do you know of any other reason why you should not do physical activity? **Yes No**

**Did you answer "No" honestly to all questions?** If so, you can be pretty sure you can start becoming much more physically active if you start slowly and build up gradually.

**Did you answer "Yes" honestly to one or more questions?** We strongly suggest talking to your doctor by phone or in person BEFORE you start becoming much more physically active. Tell your doctor about the questions to which you answered "Yes". He will help you determine which activities are safe for you to do.

"I have read and understand this form. Any questions I had were answered to my complete satisfaction. If my health changes so that I would answer these questions differently, I will ask for another form so I can update my guest and/or young member information."

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

[If under 18 years of age]

Parent[s] Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent[s] Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Please continue by reading the next 2 pages and complete your registration by signing the next section...

# Fittek LLC, Assumption of Risk, Waiver of Liability, and Indemnity Agreement

The activities at Fittek, LLC (hereafter referred to as Fittek) include but are not exclusive to; aerobic and strength conditioning, individual and group personal training, flexibility and balancing activities, and postural therapy services. Equipment may include various cardio machines, free weights and weight machines, and other miscellaneous fitness and conditioning equipment (such as medicine balls, balance training equipment, suspension trainers, and battling ropes). These activities provide the client with the opportunity to have fun, improve physical fitness, improve health, improve appearance, and to release tension. The activity and exertion can range from mild to very strenuous (depending upon the desires of the client) and no specific level of skill is required for successful participation.

While these many benefits are apparent, Fittek and its staff regard client safety as a top priority and feel that it is important that the ADULT CLIENT [OR MINOR CLIENT AND PARENT(S) OR GUARDIAN(S)] understand that there are certain risks inherent in the activity regardless of the care taken by Fittek. The inherent risks include, but are not limited to, falling on a treadmill, dropping a weight on a foot, pinching a finger when replacing a weight, slip and falls, over-exertion, falling while balancing, unexpected equipment failure, and errors in judgment or carelessness by the client, co-participant, or Fittek employee.

Fittek feels that it is important that the ADULT CLIENT [OR MINOR CLIENT AND PARENT(S) OR GUARDIAN(S)] understand the three types of injuries that can occur. Minor injuries are the most common and include, but are not limited to, muscle soreness, headaches, bruises, scrapes, sprains, nausea, contusions, and lacerations. Serious injuries are less common, but do occur occasionally. They include, but are not limited to, broken bones, crushed or pinched finger, concussion, torn muscles or ligaments, joint injuries, and internal injuries. Catastrophic injuries are very rare; however, Fittek feels that clients should be aware of the remote possibility. These injuries include, but are not limited to; permanent disabilities, spinal injuries, paralysis, and even death.

**Assumption of Inherent Risks:** I, the ADULT CLIENT [OR MINOR CLIENT AND PARENT(S) OR GUARDIAN(S)], understand that the inherent risks of Fittek activities are serious and that these activities involve a risk of injury regardless of the care taken by Fittek. I have read the previous paragraphs and 1) I know the nature of the Fittek activities; 2) I understand the demands of those activities relative to my physical condition and skill level; and 3) I appreciate the types of injuries that may occur as a result of such activities. I hereby assert that my participation at Fittek is voluntary and that I knowingly assume all inherent risks of the activity.

**Waiver of Liability for Ordinary Negligence of Fittek:** In consideration of permission to use the property, facilities, equipment, and services of Fittek, today and on all future dates, I, the ADULT CLIENT [OR MINOR CLIENT AND PARENT(S) OR GUARDIAN(S)], (on behalf of myself, my spouse, heirs, personal representatives, and assigns – referred to hereafter as *Releasing Parties*) do hereby waive, release, discharge and covenant not to sue Fittek, LLC (including owners, directors, officers, employees, volunteers, independent contractors, agents and equipment suppliers -- referred to hereafter as *Protected Parties*) from liability from any and all claims arising from the ordinary negligence of the *Protected Parties*.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in Fittek activities (including, but not limited to: recreational, practice, or competitive activity; events; group or individual personal training and conditioning activities; posture therapy; tests, classes, and instruction; observers or spectators; individual use of facilities, equipment, changing/locker room areas, and restrooms; and all premises including the associated sidewalks and parking lots and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

**Indemnification:** I, the ADULT CLIENT [OR PARENT(S) OR GUARDIAN(S)], also agree to hold harmless, defend, and indemnify the protected parties (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees, and related expenses) from any and all claims of mine, the minor, my spouse, heirs, personal representatives, or assigns arising from client death, injury, or loss due to involvement in Fittek activities (including those arising from the inherent risks of the activity or the ordinary negligence of *Protected Parties*).

I, the ADULT CLIENT [OR PARENT(S) OR GUARDIAN(S)], further agree to hold harmless, defend, and indemnify Fittek (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees, and related expenses) against any and all claims of co-participants, rescuers, and others arising from the conduct of the client in the course of his or her participation in the activity.

**Clarifying Clauses:** 1) I, the ADULT CLIENT [OR MINOR CLIENT AND PARENT(S) OR GUARDIAN(S)], confirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire agreement between me and Fittek and cannot be modified or changed in any way by representations or statements by any agent or employee of Fittek.

2) I, the ADULT CLIENT [OR MINOR CLIENT AND PARENT(S) OR GUARDIAN(S)], further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Illinois and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

3) I, the ADULT CLIENT [OR MINOR CLIENT AND PARENT(S) OR GUARDIAN(S)], also understand that if legal action is brought, the appropriate trial court for the county of Champaign in the State of Illinois has the sole and exclusive jurisdiction and that only the substantive laws of the State of Illinois shall apply.

