



Iron Made Gym | New Middletown, OH

In consideration of my use of the exercise equipment and facilities provided by Iron Made Gym (“the company”), I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the company and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities. By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge the company, its insurers, employees, officers, directors and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold the company harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

I agree to be solely responsible for safety and wellbeing of my guest and myself. I understand that the company does not provide supervision, instruction, or assistance for the use of the facilities and equipment. I understand that I may enter the premise when there no employees, officers, directors or associates at the premise.

I agree to comply with all rules imposed by the company regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that the company is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

I do hereby give IRON MADE GYM, their assigns, licenses, and legal representatives the irrevocable right to use my name [or any fictional name], picture, portrait, photograph, image, or voice in all forms and media and in all manners, including composite or purpose, and I waive any right to inspect or approve the finished product, including written copy, that may be created in connection therewith. I also agree that this releases IRON MADE GYM and any and all of its representatives from any and all monetary obligations or payments to me or any or all of my authorized representatives for use of video, films, photographs, image and/or voice of myself. I am of full legal age. I have read this release and am fully familiar with its contents.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Signature: _____ Date: _____

Print Name: _____

If under the age of 18, signature of a parent/guardian is required:

Signature of parent/guardian: _____ Date: _____

Print Name: _____

Phone Number: _____ (this is how you receive up to date door code)

E-Mail Address: _____

*You will be added to the Iron Made Gym Newsletter subscription by providing your e-mail address. You will receive flash deals, give aways, training articles, and any facility updates.

www.ironmadegym.com



Personal Training Client Agreement

In consideration of my being able to participate in the a Personal Training Program, I understand that I must purchase a single or package of training session(s) and must read, agree to and sign this agreement where I assume the risks for participation, waive of liability, and personal training policies and procedures.

This agreement shall include 12 training sessions of 60 minutes. The cost is \$24.58 per training session for a total of \$295.00. I understand that this agreement shall be renewed under the same terms after the last training sessions, unless I provide notice to the Personal Trainer with five session notice.

I understand that the program is voluntary and that a Personal Trainer will develop and guide me through my exercise program. I will be required to undergo a graduated exercise test (fitness evaluation) to assess my present level of fitness. I represent that I will complete the Lifestyle Questionnaire and any other health history from accurately and completely including disclosure of any prescribed medications I am taking and any exercise or diet limitations I am aware of or have been informed of by my doctor. During the program if my medications, condition, or medical limitations should change, I will notify the Trainer. I understand that it is recommended that I have a yearly physical or more frequent physical examination and consultation with my physician as to physical activity and diet so I am aware of what is appropriate for me. I acknowledge that I have either had a physical exam and have been given my physician's permission to participate or I have decided to participate without approval of my physician.

I understand that a Trainer will review my Lifestyle Questionnaire and any other health history form but that a Trainer is not a physician and cannot replace the advice and expertise of a physician.

I understand that I have the complete right to stop or decrease exercise at any time during a session and that it is my obligation to inform the Trainer of any symptoms such as fatigue, shortness of breath or chest discomfort.

I realize that participation in the program including but not limited to exercising, use of exercise equipment and strenuous exertion (strength training) all of which increase heart rate and body temperature.

No implied warranties or representations are made other than those expressly contained herein and this document contains all of the terms of the Agreement between the parties. Trainer expressly notes that results will differ for clients based upon various factors including without limitation; body type, nutrition, etc. and no guarantees of results are possible.

I understand that exercise involves certain risks, including but not limited to, serious neck and spinal injuries resulting in complete or partial paralysis, heart attack, stroke or even death. Also, injuries could occur to bones, joints or muscles. Slips, falls, and unintended loss of balance could result in muscular, neurological, orthopedic or other bodily injury. I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care and skill which I conduct myself in that activity or program.

Knowing the material risks and appreciating, knowing and reasonably anticipating that other injuries are a possibility, I hereby expressly assume all of the delineated risks of injury, all other possible risk of injury, and even risk of possible death, which could occur by reason of my participation. **I AGREE AND UNDERSTAND. INITIAL HERE_____.**

I do hereby waive, release and forever discharge Iron Made Gym from any and all responsibilities or liability for any present and future injuries or damages resulting or arising from my participation in any activities including but not limited to exercise, personal training or use of the equipment including any injuries and damages caused by the negligent act or omission of any of those persons or entities mentioned above. **I AGREE AND UNDERSTAND. INITIAL HERE_____.**

Personal Training Policies and Procedure

1. Package sessions are non-refundable.
2. Package sessions must be paid in full and are scheduled at the time of sign-up.
3. Package sessions must be used within six months of the purchase date.
4. Client must give 24 hours advanced notice, less than 24 hours or a no-show will result in a charge to the package session.
5. Trainer must give 24 hours advance notice, less than 24 hours notice of the cancellation of a session by trainer, will result in the client receiving an additional session free of charge
6. Lifestyle Questionnaire, Physician Approval (if applicable), and Personal Training Agreement must be completed, signed, and on file prior to the beginning of the first session.
7. Training sessions will begin promptly at the time specified by the client and trainer and end one hour from that specified time. **I AGREE AND UNDERSTAND. INITIAL HERE_____.**

I do hereby give IRON MADE GYM, their assigns, licenses, and legal representatives the irrevocable right to use my name [or any fictional name], picture, portrait, photograph, image, or voice in all forms and media and in all manners, including composite or purpose, and I waive any right to inspect or approve the finished product, including written copy, that may be created in connection therewith. I also agree that this releases IRON MADE GYM and any and all of its representatives from any and all monetary obligations or payments to me or any or all of my authorized representatives for use of video, films, photographs, image and/or voice of myself. I am of full legal age. I have read this release and am fully familiar with its contents. **I AGREE AND UNDERSTAND. INITIAL HERE_____.**

I declare that I have read, understand and agree to the contents of this Personal Training Agreement in its entirety. I understand that the Assumption of Risk, Waiver of Liability, and Personal Training Policies and Procedures are intended to be as broad and inclusive as

permitted by the State of Ohio and agree that if any portion is held invalid, the remainder will continue in full force and effect.

Signature: _____ Date: _____

Print Name: _____

If under the age of 18, signature of a parent/guardian is required:

Signature of parent/guardian: _____ Date: _____

Print Name: _____

**FILLED OUT
VIA MEMBER PORTAL**