

YOUR TIME FITNESS 24/7
**USAGE AGREEMENT, ACKNOWLEDGEMENT OF RISK,
WAIVER AND RELEASE OF LIABILITY**

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities or programs, including but not limited to exercises performed at Your Time Fitness 24/7. I do hereby acknowledge that I have been informed of the need to consult with a physician for a physician's approval for my participation in any exercise/fitness activity or in the use of equipment or machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consult with my physician as to physical activity, exercise, and the use of exercise and training equipment. I do hereby acknowledge that I have been informed to consult my physician regarding any nutritional and/or dietary changes suggested or provided by Your Time Fitness 24/7. I understand that any nutritional and/or dietary changes recommended by Your Time Fitness may cause inherent health risks and I assume all responsibilities related to my nutrition and diet. I acknowledge that I have either had a physical examination or have been given my physician's permission to participate, or that I have decided to participate in the activity and the use of the equipment and machinery without the approval of my physician. I hereby assume all responsibility for my participation in the activities and utilization of equipment and machinery in conjunction with these activities.

INITIALS INDICATE I AGREE TO THE ABOVE _____

I, the undersigned (hereinafter also referred to as the Member/Client/Buyer), acknowledge as assumption of risk and fully release Your Time Fitness 24/7 from any and all liability. I, the undersigned, have been warned and I am aware of these and numerous other inherent risks in participating in any activity at Your Time Fitness 24/7, or the use of any equipment at Your Time Fitness 24/7. I fully and voluntarily assume complete responsibility for those risks and for the injuries that may occur as a result of those risks even if injuries occur in a manner that is no foreseeable at the time I sign this agreement. I, undersigned, agree to release, indemnify, and hold harmless Your Time Fitness 24/7, its owners, employees, successors or assigns, or other authorized agents, including independent contractors from liability, and promise not to sue.

INITIALS INDICATE I AGREE TO THE ABOVE _____

I, the undersigned acknowledge that I am aware that the personal training/nutritional services/diet programs provided or purchased from Your Time Fitness 24/7 include participation in strenuous physical activities, including but not limited to, aerobic movements, weight training, stationary cycling, various aerobic conditioning machinery and various nutritional programs (hereinafter referred to as "physical activities"). Buyer agrees to assume all risk and responsibility involved with participation in the physical activities.

INITIALS INDICATE I AGREE TO THE ABOVE _____

I, the undersigned, acknowledge that these physical activities involve the inherent risk of physical injuries or other damages, including, but not limited to, heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee/lower back/foot injuries and any other illness, soreness, or injury however caused which may result in death, occurring during or after Member's participation in the physical activities. I further acknowledge that such risks include but are not limited to, injuries caused by the negligence of an instructor, member or other persons, defective or improperly used equipment, over-exertion of Member, slip and fall by Member, or an unknown health problem of Member.

INITIALS INDICATE I AGREE TO THE ABOVE _____

I, the undersigned, affirm that I am in good physical condition and do not suffer from any disability that would prevent or limit participation in the physical activities. I acknowledge participation will be physically and mentally challenging, and I agree that it is my responsibility to seek competent medical or other professional advice regarding any concerns or questions involved with my abilities to take part in the activities.

INITIALS INDICATE I AGREE TO THE ABOVE _____

Also, as you may or may not know, Your Time Fitness 24/7 has as part of it's equipment a spa capsule, which is a water massaging bed and a whole body vibration machine which vibrates your entire body. The use of these machines may cause injury if improperly used or used by persons with certain illnesses. Use of machines should be cleared by members doctor before using the machines. Anyone who uses the machines does so at their own risks & does so in the full knowledge of any and all side effects that may occur.

INITIALS INDICATE I AGREE TO THE ABOVE _____

I, the undersigned, understand that the personal trainer at Your Time Fitness 24/7 is not employed by Your Time Fitness 24/7 and that Your Time Fitness 24/7 is not responsible or liable for anything that happens as a result from working with a personal trainer.

INITIALS INDICATE I AGREE TO THE ABOVE _____

I, the undersigned, acknowledge that this agreement is legally binding and that information herein is admissible as evidence supporting Your Time Fitness 24/7, thoroughness in informing and making safety awareness to all members. By signing this document, I am demonstrating the ability to be solely responsible for any loss or damage. I also agree that if I, or someone on my behalf, asserts a claim or file a suit against Your Time Fitness 24/7, I will pay all costs and attorney's fees incurred by Your Time Fitness 24/7 in defending that claim or suit, if the claim or suit is withdrawn or dismissed, or to the extent a court determines that Your Time Fitness 24/7 is not responsible for the injure or loss.

INITIALS INDICATE I AGREE TO THE ABOVE _____

By signing this Agreement, I, the undersigned, assert that I am capable of participating in the physical activities. I agree to assume all risk and responsibility for not exceeding my physical or mental limits. I, on behalf of myself, my heirs, assigns and next of kin, agree to fully release Your Time Fitness 24/7 (as well as any of its owners, employees, or other authorized agents, including independent contractors) from any and all liability, claims and/or any litigation actions that I may have for injuries, disability or death or other damages of any kind, including but not limited to punitive damages, arising out of the participation in Your Time Fitness activities, even if caused by the negligence, gross negligence, intentional acts or omissions and/or other type of fault of Your Time Fitness 24/7, it's owners, employees, successors or assigns, or other authorized agents, including independent contractors..

INITIALS INDICATE I AGREE TO THE ABOVE _____

I, the undersigned, have read and initialed all of these statements certifying that I am taking sole responsibility for my skills and actions. I have full knowledge of the nature and extent of the inherent risks in using Your Time Fitness 24/7 facilities, equipment, participation in classes, dietary programs, or activities sponsored by Your Time Fitness 24/7. I have initialed these with the knowledge that Your Time Fitness 24/7 has taken careful and extensive measures to prevent accidents, injuries, losses, damages, and that there are numerous other skills and inherent risks than those listed above. I acknowledge I have competence in the basic skills necessary to use the facilities and I am relieving Your Time Fitness of any and all liability for injuries, damages, or losses to myself, other persons, or Your Time Fitness 24/7. I have read this agreement thoroughly and agree to the terms, **no oral representations or statement or inducements have been made to me that change, alter, or modify anything with in the agreement.**

I hereby certify that I am at least 18 years of age, or my parent or guardian has signed below, that I am suffering under no legal disabilities, and that I (or my parent or guardian) have read this document carefully, understand each term and provision in its entirety, have agreed to the terms freely and voluntarily. Having read the foregoing, I (or my parent or guardian) knowingly acknowledge my understanding of the risks set forth herein and knowingly agree to accept full responsibility for my own exposure to such risks.

I, the undersigned, acknowledge that the facility is a 24 hour gym that for the most part will not be staffed and that I will not hold Your Time Fitness responsible for any and all injuries or damages caused while at the facility.

I, the undersigned, acknowledge that I have read and understand what is being presented in the agreement above.

Member Signature: _____

Date: _____

Or

**Signature of Parent or
Guardian (if a minor) :** _____