

9Round Waiver



First Name

Last Name

Gender: MALE

FEMALE

DOB:

Address

City/Municipality

State/Province

Zip/Postal Code

Cell Phone

Email Address

How Did You Hear About Us?

ASSUMPTION OF RISK, WAIVER AND INDEMNITY. I, the client, acknowledge that I know, understand and appreciate the inherent risks of participating in aerobic and athletic activities. I know that these risks range from minor injuries such as muscle strains and sprains to significant problems such as knee injuries or broken bones to the rare catastrophic events such as heart attacks, paralysis and death. I hereby assert that I am voluntarily participating in the activities and that I fully assume the inherent risks of such participation.

I certify that (1) I possess a sufficient degree of physical fitness to participate in aerobics and physical activity; (2) I understand that I am to discontinue activity at any time I feel undue discomfort or stress; and (3) I will indicate below any health concerns that might affect my ability to participate in the activities and I will verbally inform the instructor immediately.

In consideration of being permitted to participate in the activities at 9Round, I hereby release (on behalf of myself, my family, my heirs and my assigns) the Club, 9Round Franchising, LLC, their respective employees, agents, successors and assigns from liability for any and all claims involving injury, death, or property loss suffered by me or any person entering the Club as my guest including those injuries which result from ordinary negligence of the Club, 9Round Franchising, LLC and their respective employees, agents or sponsors. This includes incidents that occur while participating in the activities, while using the Club facilities, or while engaging in any activities incidental thereto, wherever, whenever, or however the same may occur.

I further agree to hold harmless, defend and indemnify the Club and 9Round Franchising, LLC from any and all claims (including ordinary negligence of Club, 9Round Franchising, LLC, or their employees or agents) arising directly or indirectly from my participation in the activities. I further agree to pay all costs and attorneys' fees incurred by Club in investigating and defending a claim brought by me or on my behalf by my heirs, personal representatives or assigns, or by a third party.

Parent/Guardian: In exchange for 9Round allowing my minor child to use the Club, I agree to the Assumption of Risk, Waiver and Indemnity clause in this Agreement. I also agree to defend and indemnify Club, 9Round Franchising, LLC, or its officers and employees to the fullest extent permitted by law for any claim brought by my minor child against them. I also promise to pay any financial obligation incurred by my minor child for any reason and acknowledge that the banking information provided is my account. I understand that any child of mine under the age of 16 must be accompanied by an adult at all times while in a 9Round location

Customer agrees and acknowledges that various aspects of 9Round's business are protected intellectual property belonging exclusively to 9Round. This intellectual property shall include, but not be limited to, the distinctive nine-round workout 9Round will demonstrate to Customer, the distinctive appearance, layout, stations, and look and feel of the 9Round location Customer is invited to view and participate in, as well as any copyrights, trademarks, designs, logos, or trade dress related thereto. Customer acknowledges that 9Round's business and franchising model depends on the protection and enforcement of 9Round's intellectual property throughout the United States and other areas where it may offer and advertise services. As a result, and in further consideration of the services being offered to Customer by 9Round and 9Round's disclosure and demonstration of intellectual property to Customer, Customer agrees not to copy, duplicate, photograph, record, reproduce, distribute, republish, perform, display, post, transmit, sell, or make into derivative works or substantially similar works or formats, in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, 9Round's intellectual property without the express, written permission of 9Round.

Current Fitness Level

BEGINNER

INTERMEDIATE

ADVANCED

Enter Your Fitness Goals

ASTHMA

DIABETES

HIGH BLOOD PRESSURE

KNEE

PREGNACY

OTHER

NONE

Medical Concerns

Signature