

Legacy Athletics



Fitness Program Agreement

Client Name	Date of Birth (month/day/year)	Sex
-------------	--------------------------------	-----

Address	Street	City and State	Zip
---------	--------	----------------	-----

Cell Phone	Email	Emergency Contact Name	Emergency Contact Phone
------------	-------	------------------------	-------------------------

Medical History

You are responsible for fully disclosing your medical history before beginning any Underground Fitness (“UF”) fitness assessment, nutritional planning, or fitness-training program. If you answer “yes” to any of the following, you must seek and are responsible for obtaining medical approval and advice before you may begin such a program.

- | | Yes | No |
|---|-----------------------|-----------------------|
| 1 Do you have a history of heart trouble or any pains in the heart or chest? | <input type="radio"/> | <input type="radio"/> |
| 2 Have you experienced any feeling faint or spells of severe dizziness? | <input type="radio"/> | <input type="radio"/> |
| 3 Do you have any muscle, joint, bone or back problems that are aggravated by exercise or that would be made worse with exercise? | <input type="radio"/> | <input type="radio"/> |
| 4 Do you have a history of high blood pressure? | <input type="radio"/> | <input type="radio"/> |
| 5 Is there any other physical reason that you should not participate in a fitness activity or nutritional planning? | <input type="radio"/> | <input type="radio"/> |

Product and Service Options

I authorize Underground Fitness to automatically bill the card or account listed in Payment Information as specified:

Product/Service Description

One Payment in Full: \$ _____

According to Payment Plan: _____

Payment Information

I agree to pay for the above options by:

Credit/Debit Card Cash Check Other

Cardholder Name _____

Expires _____/_____

Security Code _____

Card Number _____

Billing Zip _____

Assumption of Risk and Waiver of Liability

I agree and understand that the Program(s) which I have purchased with this Agreement involve the risk of injury, and elect to participate in the Program(s) voluntarily in spite of the risk. I assume the risk of all injuries, and waive all negligence claims, related in any way to the Program(s), including but not limited to conduct on the part of Legacy employees, independent contractors, or equipment failure, malfunction, or defects.

Terms and Conditions

I understand I am responsible for, and agree to pay, for all payments as outlined in the Payment Plan. All amounts paid under this agreement are nonrefundable. Legacy Fitness reserves the right to assign alternate fitness team members for sessions or programs at any time and without notice. This is first and foremost a coaching program- sessions are only active through the length of the program, and monthly recurring sessions do not accrue month after month if they are unused. Coaching and training sessions can be delivered in person or virtual. If I do not cancel a scheduled individual fitness training session at least **24** hours in advance, the session is forfeited. I have the right to terminate this agreement by paying an early cancellation fee equal to one installment payment plus any discounts I received for my program.

I have read this Agreement thoroughly, understand all of its terms, received a copy, and have knowingly and voluntarily signed it.

Participant Signature

Legacy Fitness Signature

Today's Date

PARTICIPANTS OF MINORITY AGE (under 18 at time of participation)

This is to certify that I, as Parent/Guardian with legal responsibility of the above stated participant, do consent and agree to the Assumption of Risk and Waiver of Liability in the Legacy Fitness Program Agreement, and further I/we for myself/ourselves, my heirs, assigns, and next of kin, agree to release, waive, discharge, hold harmless and covenant not to Legacy Fitness, it's affiliated clubs, their respective administrators, directors, agents, coaches, and other employees of the organization, officials, officers, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessees of premises used to conduct the event, all of which are hereinafter referred to as "releasees", from any and all liability to each of the undersigned, his or her heirs and next of kin for any and all claims, demands, losses or damages on account of all and any injury, disability, death, or loss of damage to person or property, incident to my minor child's involvement or participation in these programs as provided above, caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise to the fullest extent permitted by law.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____ **Date:** _____
PARENT/GUARDIAN SIGNATURE PRINTED NAME RELATIONSHIP