

TOP NOTCH FITNESS AND BOXING

Waiver Form

Name _____ Date: _____

Address _____ City, State _____ Zip _____

Cell # _____ (email) _____

Gender _____ Age _____ Date of Birth _____ Height _____ Current Weight _____

Emergency Contact Person _____ Phone # _____

PERSONAL HISTORY

Do you ever have any injuries, difficulties or problems during a high intensity exercise? _____ If so, please

Specify _____.

INJURIES

Please list any injuries that may prevent you in performing physical activity:

List: _____.

TRAINING INTEREST AND GOALS

What goals do you have? _____

Electronic Funds Transfer Agreement

You are hereby authorizing Top Notch Fitness and Boxing to electronically deduct your monthly dues from your bank or credit card account. Dues are deducted on _____ of each month and are applicable to the following calendar month. Deduction from your account will occur each month until you notify Top Notch Fitness in writing that you want to cancel. Written notification must be received by Top Notch Fitness 10 days prior to renewal date. If Top Notch Fitness is unable to collect your monthly dues for any reason \$15 will be charged without further notice to you. If your monthly dues payments are delinquent for more than 30 days your membership will be suspended until late fees are paid and membership is up to date. The undersigned agrees to make payments on this membership at the agreed time regardless of the amount that he/she uses the gym. If Top Notch Fitness cannot deduct your monthly dues from your account, Top Notch Fitness may without notice to you increase a subsequent deduction for the dues previously uncollected. If the uncollected dues were caused by insufficient funds (bank account) or insufficient credit (credit card account), a \$15 service charge will be added. Top Notch Fitness sends you written notification twenty (10) calendar days prior to the first day of the month for which the increased dues apply. Notice will be sent to your address according to Top Notch Fitness membership records. It is your responsibility to make sure that Top Notch Fitness has your correct address on file. I understand that membership agreement cannot be cancelled with exception of: The member becomes significantly physically or mentally disabled with reasonable evidence of illness including doctor's letter. The member may also cancel if he/she moves their residence more than 25 miles outside training facility.

VISA / MASTERCARD / AMERICAN EXPRESS / DISCOVER CARD / DEBIT CARDS

EXPIRATION DATE

Signature

Date

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WAIVER/RELEASE AGREEMENT

Understand that there are risks and dangers inherent in participating and/or receiving instruction in (Personal Training, Women's Kickboxing, Thai Boxing, Boxing and Aerobics Classes) hereinafter "Activity". I also understand that in order to be allowed to participate and/or receive instruction in Activity; I must give up my rights to hold Top Notch Fitness and Boxing instructors liable for any injury or damage which I may suffer while participating and/or receiving instruction in Activity. Knowing this, and in consideration of being permitted to participate and/or receive instruction in Activity, I hereby voluntarily release Top Notch Fitness and Boxing instructors from any and all liability resulting from or arising out of my participation and/or receipt of instruction in Activity. As participant in a program or activity Top Notch Fitness (or as a parent or guardian of a participant), I hereby Top Notch permission to use my or my child image, video form, or voice photograph, video tapes, internet website or other materials prepared or released by Top Notch from time to time, for promotional, safety or instructional purposes. I understand and agree that I am releasing not only the entities set forth in the paragraph above, but also the officers, instructors, participants and property owners of those entities.

I understand and agree that this Waiver/Release will have the effect of releasing, discharging, waiving and forever relinquishing any and all actions or causes of action that I may have or have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my participation and/or receipt of instruction in Activity with the Top Notch Fitness and Boxing instructors, its officers, property owners or instructors. I understand and agree that this Waiver/Release applies to personal injury, property damage, or wrongful death, which I may suffer, even if caused by the acts or omissions of others. I understand and agree that by signing this Waiver/Release, I am assuming full responsibility for any and all risk of death or personal injury or property damage suffered by me while participating and/or receiving instruction in Activity.

I understand and agree that this Waiver/Release will be binding on me, my spouse, my heirs, my personal representatives, my assignees, my children and any guardian for said children. I understand and agree that by signing this Waiver/Release, I am agreeing to release, indemnify and hold Top Notch Fitness and Boxing instructors, its officers, instructors, property owners or active participants harmless from any and all liability or costs, including attorney's fees, associated with or arising from my participation and/or receipt of instruction in Activity. I understand and agree that if I am signing this Waiver/Release on behalf of my minor child, that I will be giving up the same rights for said minor, as I would be giving up if I signed this document of my own behalf. I acknowledge that I have read this Waiver/Release Agreement and that I understand the words and language in it. I have been advised of the potential dangers incidental to participating and/or receiving instruction in Activity.

Print Name: _____
Participant / Member **Date of Birth**

Signature: _____

Parent/Guardian Release:
I am the parent or legal guardian of the minor

_____,
and I am signing this Waiver/Release on behalf of said minor.

Print Name of Parent: _____

Signature of Parent: _____ **Date:** _____