



True Mentality™ Risk and Waiver of Liability

Referred By (Trainers name): _____

Member's Name: _____ PHONE #: _____ **EMAIL:** _____

ADDRESS: _____ TOWN: _____ POSTAL CODE: _____

This is a binding legal agreement. By signing this form you give up important legal rights. Please read carefully!

By signing below, I hereby acknowledge, agree and understand that the use of True Mentality™ facilities and services involves risk of injury to myself or to the child using the club facilities, and/or property. True Mentality™ and their directors, officers, members, employees, coaches, volunteers, officials, participants, clubs, agents, sponsors, owners/operators of facilities, and representatives are not responsible for any injury, damage or loss of any kind suffered by a participant during, or as a result of, any program, activity or event, caused in any manner whatsoever including, but not limited to, the negligence of the organization. In consideration of my participation in the program, I for myself, my employees, heirs, assigns, agents, officers, directors, shareholders and co-workers hereby release True Mentality™ his employees, heirs, assigns, agents, officers, directors, and shareholders, from any and all claims, demands or causes of action arising from my participation in the program or from any use of the conditioning and exercise equipment and facilities.

I have enrolled in a program of strenuous physical activity including, but not limited to walking, running, boxing, jumping, climbing, weight lifting, bicycling, and the use of various conditioning and exercise equipment and facilities designed, offered, recommended, and/or supervised by True Mentality™ and its agents and employees. I hereby affirm that I am in good physical condition and do not suffer from any disability that would prevent or limit my participation in this program. I fully understand that I may suffer injury as a result of my participation in the program and I hereby release True Mentality™ and its services from any and all liability now or in the future, including but not limited to medical expenses, lost wages, pain and suffering, that may occur by reason of 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, whether occurring during or after my participation in the program or use of the conditioning and exercise equipment and facilities, regardless of fault. Furthermore, I understand that that injuries sustained in participation can be severe; that I may come into close contact with other participants, including the possibility of accidental and unexpected contact, that I may experience anxiety while challenging myself during the activities, that my risk of injury is reduced if I follow all rules adopted during training, and that my risk of injury increases as I become fatigued.

Release of Liability

I agree:
a) To assume all risks arising out of, associated with or related to my participation;
b) To be solely responsible for any injury, loss or damage that I might sustain while participating; and
c) To release True Mentality™ from liability for any and all claims, demands, actions and costs that might arise out of my participating, even though such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by the negligence of True Mentality™.

In consideration for permission to enter and use the premises/services, I assume full responsibility for such risks. Accordingly, I hereby release and hold harmless True Mentality™, its agents and employees, from all liability to me, my spouse/partner, and the child using the facility, as well as our heirs and assigns, for any loss or damage resulting from my use of or presence at the True Mentality™ facility and forever give up any claims therefore on account of injury to person or property whether caused by the active or passive negligence of True Mentality™

I understand that photos or videos may be taken during the course of my involvement in True Mentality™ programs and training, which may be used for promotional purposes. I understand that my "before & after" photos will not be used for any promotional purposes unless I give verbal authorization.

I understand there are no refunds or exchanges. True Mentality does not offer make up days for clients who cannot attend a boot camp session. I understand that if I am late for a personal training session by more than 15minute, I will be charged FULL amount for that session.

By initialling this document, I attest, contract, acknowledge, and agree that I am legally bound by its content.

Initial if you agree to the above _____

PAR-Q

- 1) Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor?
- 2) Do you feel pain in your chest when you do physical activity?
- 3) In the past month, have you had chest pain when you were not doing physical activity?
- 4) Do you lose your balance because of dizziness or do you ever lose consciousness?
- 5) Do you have a bone or joint problem that could be made worse by a change in your physical activity?
- 6) Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure or heart condition?
- 7) Have you had surgery in the last 2 years?
- 8) Do you suffer from any of the following?

- Stroke High Cholesterol Cancer Arthritis Asthma Blood Pressure (H/L) Fibromyalgia Excessive Dieting
- Depression Osteoporosis Heart Disease Diabetes Other _____

9) Are you taking any medications? Which ones? _____

10) Do you know of any other reason why you should not participate in physical activity? _____

[PRINT NAME]

[SIGNATURE]

[DATE]

(if under 18 years of age parent/guardian signature required)