



7498 E Monte Cristo Ave Suite 102 Scottsdale, AZ 85260

NAME: _____ DATE OF BIRTH: _____

CONTACT NUMBER: _____ EMAIL ADDRESS: _____

STREET ADDRESS: _____ ZIP CODE: _____

EMERGENCY CONTACT NAME & NUMBER: _____

CURRENT MEDICAL CONDITIONS /INJURIES: _____

WERE YOU REFERRED HERE? Yes / No If so, by whom _____

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in the Infinity Fitness AZ activities ("Activity") I, for myself for personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of such activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND THAT: Infinity Fitness AZ (a) ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inaction's, the actions or inaction's of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Infinity Fitness AZ, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

4. MEDICAL RELEASE: I hereby give my consent to Infinity Fitness AZ to provide emergency care and to give authority to any hospital, or doctor or render immediate aide as might be required at the time for his or her health and safety.

5. IMAGE RELEASE: I hereby give my consent to Infinity Fitness AZ to use my and/or my child's image in any form of media, including print, television, internet, for advertisement, and promotional purposes.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signature (Parent/Guardian if participant under Age 18)

Date

Printed Name (Parent/Guardian if participant under Age 18)



**ADDENDUM RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY INCLUDING COVID-19**

When you enter our facility, you are confirming that you aren't experiencing any symptoms of COVID-19. If you are at a higher risk for severe illness (people of any age who have serious underlying medical issues), please stay home. Additionally, we respectfully ask that you stay home and visit us another day, if you answer "yes" to any of the following questions.

- Are you experiencing a cough, shortness of breath, sore throat, lack of taste/smell?
- Have you had a fever in the last 48 hours?
- Have you been in close contact with a confirmed case of COVID-19?
- Have you recently traveled internationally?

By entering Infinity Fitness AZ, you are aware that you agree to fully accept all known and unknown risks, including the potential risk of exposure to respiratory illnesses such as the coronavirus (COVID-19).

The coronavirus is primarily transmitted via exhaled respiratory droplets, most often through coughing and sneezing. These droplets can travel up to six feet and are more commonly transmitted between persons rather than from equipment to persons.

Although we regularly sanitize our equipment and presently are using enhanced disinfecting/cleaning methods and enforcing social distancing in our facility, you understand that you may be exposed to the coronavirus or its symptoms through no fault of our own. Known coronavirus symptoms include fever, coughing, shortness of breath, pneumonia, kidney failure, and may include other symptoms, stroke or even death (collectively "Symptoms"). You understand and agree that you will hold us harmless and you will not hold us liable for any real or perceived Symptoms of COVID-19 or any other disease, illness, or condition, nor for exacerbating any existing symptoms, and you fully agree to accept all risks of entering the facility, using the equipment, working with Infinity Fitness AZ coaches, attending classes, and/or interacting or being exposed to other members.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION):

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to

indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

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EFT AUTHORIZATION: I, the member identified above, authorize Infinity Fitness AZ, to charge my credit card on a recurring (auto-pay) basis from the account I specified above for my membership dues. This authorization is to remain effective until Infinity Fitness AZ has collected for all charges assessed in connection with the terms and conditions of this Agreement and until cancelled.

MEMBERSHIP DETAILS: I acknowledge and agree that I will maintain my membership and pay the dues specified above. The membership is on a month-to-month basis and is valid until cancelled. Should I want to cancel or freeze my membership, I will provide at least a 30-day notice to Infinity Fitness AZ and ensure that my account is current on all charges. I further agree that my membership benefits are exclusive to me and are in no way transferable to anyone else.

FREEZE YOUR AUTOPAY: I am aware that I am able to freeze my membership for 2 months in a 12-month period, under the following conditions: 1st month (no charge). 2nd month (\$35 charge). Any extra months will incur an initiation fee, along with re-enrollment in the current membership pricing.

- To request a freeze, please talk to the front desk or email us at infinityfitnessaz@gmail.com. Following the end of your requested freeze period, your monthly auto-pay will automatically be reactivated.
- Freezes are ONLY available for the following memberships: Unlimited Adult Membership, Limited Adult Membership, Remote Training Membership.
- Freezes are not available for Paid-In-Full Memberships.

NAME (Printed) _____

SIGNATURE _____

DATE _____