

# El Nino Training Center (ETC) Guest Agreement and Release of Liability

Name: (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (Date) \_\_\_\_\_  
(AGE) \_\_\_\_\_ Hm Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_ Home Phone # \_\_\_\_\_ Cell # \_\_\_\_\_  
Email \_\_\_\_\_ Emergency Contact \_\_\_\_\_

1. Guests who have cardiovascular symptoms or other medical conditions where exercise is contraindicated, ARE NOT AUTHORIZED TO USE the ETC fitness facilities.
2. All guests/support clients must sign a standard gym membership agreement (membership shall be designated as "GUEST" and subject to a daily rather than annual fee) and release of liability.
3. All guests/support clients must conduct him/herself in an appropriate manner while ETC. We maintain the right to deny participation to any guest who acts in an inappropriate manner in the facility.
4. All payments are nonrefundable. A \$25 fee will be assessed for any cancellations/no show with less than 24 hour notice for introductory sessions. All private session payments are nonrefundable and are good for a duration of 1 year. Any no show/cancellations for privates are liable for the full amount with less than 24 hour notice.

Before signing the waiver below you must fill out the pre-participation questionnaire below. This form will be reviewed by the fitness and/or medical manager. Individuals at increased risk for adverse events during exercise will be required to have an Exercise Tolerance Test within the last 12 months which has been interpreted as normal as a condition for using the exercise facilities at ETC.

**I do hereby declare myself to be physically sound and suffering from no conditions**, impairment, disease, infirmity, of other illness that would prevent my participation in any of the activities and programs at ETC or use of equipment-or machinery except as hereinafter stated. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in activity and/or use equipment and machinery without the approval of my physician. In either case, **I do hereby assume all responsibility for my participation and activities**, and utilization of equipment and machinery in my activities.  
(Please initial \_\_\_\_\_)

I understand and am aware that mixed martial arts, strength, flexibility, and aerobic exercise, including the use of equipment, is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment with knowledge of the dangers involved. **I hereby agree to expressly assume and accept any and all risks of injury or death.** I understand that the ETC staff will not provide any instruction or guidelines for use of equipment or machinery or any exercise program and that **I am familiar with and have experience with such programs or equipment.**

(Please initial \_\_\_\_\_)

In consideration of being allowed to participate in the activities and programs of ETC and to use its facilities, I do hereby waive, release and forever discharge and hold harmless ETC and its officers, agents, employees, representatives, executors, and all others from any and all responsibilities or liability for injuries or damages resulting in any activities at said facility. I do also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities of ETC.

(Please initial \_\_\_\_\_)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_