

- 1) ALL NOTICES TO Pure Personal Training L.L.C. (DBA – EFX Fitness) and Roots Athletic Development, LLC shall be mailed (certified or registered, return receipt requested) to 159 Frontage Rd Manchester, NH 03103.

**NOTE: From herein throughout this document, Pure Personal Training L.L.C. will be known as EFX Fitness Manchester NH.**

- 2) AGREEMENT AND RELEASE OF LIABILITY: In consideration of being allowed to participate in the activities and programs EFX Fitness Manchester NH and/or in the use of its facilities and equipment, I do hereby waive, release and forever discharge EFX Fitness Manchester NH and its directors, officers, agents, employees, contractors, representatives, successors and assignees, and all others from any and all responsibilities or liability for injuries or damages resulting from my participation in any activities, programs or use of equipment or machinery at various sites, including home, club, office or elsewhere. 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 others acting on their behalf, or in any way arising out of or connected with my participation in any of the contemplated activities or programs of EFX Fitness Manchester NH or in the use of any equipment provided through EFX Fitness Manchester NH or otherwise. I understand and am aware that 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 do further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in any of the activities and programs provided through EFX Fitness Manchester NH or in the use of equipment and machinery. I do hereby acknowledge that I have been informed of the need or desirability for a physician's approval for my participation in an exercise/ fitness activity or in the use of exercise equipment. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activities, exercise and as to the use of exercise equipment. I acknowledge that I have either had a physical examination and have been given my physicians' permission to participate, or that I have decided to participate in activity and/or use of equipment without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities.
- 3) EFX Fitness and Roots Athletic Development, LLC employees or representatives in no way intend to diagnose, treat, cure or prevent any disease through any services or programs provided by EFX Fitness Manchester NH and Roots Athletic Development, LLC.
- 4) Client is required to observe all written, posted and/or verbally stated rules of the facility where workouts take place.
- 5) Each Personal Training session shall begin at a mutually convenient, agreed upon time and location and shall be subject to the policies stated herein.

Client Initial/Date: \_\_\_\_\_
- 6) Release of Exclusive Rights to before and after pictures are granted to EFX Fitness Manchester NH and Roots Hockey Development, LLC not individual trainers.

- 7) In order to get the most out of our efforts, Client agrees to be prepared to exercise at the appointed session time.
- 8) Should Client and EFX Fitness Manchester NH and Roots Hockey Development, LLC choose to continue working together after the initial term of this Agreement, the same policies shall remain in effect throughout the duration of such services.
- 9) In the event the Personal Trainer is unable to perform his/her duties, EFX Fitness Manchester NH and Roots Athletic Development, LLC will provide Client with a replacement Personal Trainer. EFX Fitness Manchester NH and Roots Hockey Development, LLC reserves the right to replace a Client's Personal Trainer at its discretion.
- 10) I understand that EFX Fitness Manchester NH and Roots Hockey Development, LLC reserves the right to dismiss Clients at their own discretion.
- 11) Should Client bring children to EFX Fitness Manchester NH and Roots Hockey Development, LLC then the Client understand they assume full responsibility for the child/children's safety and in no way will hold EFX Fitness Manchester NH and Roots Hockey Development, LLC responsible for any injury incurred by that child/ children.
- 12) A service charge of \$40.00 will be assessed to all returned checks and insufficient fund drafts.
- 13) In the event that I sustain a medical injury that is not permanent, but renders my ability to train, I will provide written documentation from my physician to receive an extension on the expiration date of my EFX Fitness Manchester NH and Roots Hockey Development, LLC membership and/or Personal Training sessions. The extension of the expiration date will reflect the amount of time I am under my physicians' care.
- 14) There are no refunds.
- 15) 30 day prior notice of intent to cancel is required and must be hand delivered to EFX Fitness Manchester NH and Roots Hockey Development, LLC Owner or by certified mail with return receipt requested to Pure Personal Training L.L.C. (DBA – EFX Fitness) 159 Frontage Rd, Manchester, NH 03103.
- 16) If you have a medical condition, please consult with a doctor before utilizing any nutrition meal plan suggested by qualified/certified EFX Fitness Manchester NH and Roots Hockey Development, LLC Trainers and/or Personal Trainers. EFX Fitness Manchester NH and Roots Hockey Development, LLC Trainers and Personal Trainers cannot prescribe and have no right to create a nutrition plan under EFX Fitness Manchester NH and Roots Hockey Development, LLC unless otherwise qualified/ certified.
- 17) If any part of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the terms and provision of the Agreement shall remain in full force and effect and shall not be affected.

Client Initial/Date: \_\_\_\_\_

Client Print Name: \_\_\_\_\_

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

(Parent/ guardian if under 18)

**Release for Social Media**

I  **Accept**  Decline the right for EFX Fitness Manchester NH and Roots Hockey Development, LLC to use my image via pictures and/or video on social media websites. Client Initial/Date: \_\_\_\_\_

**Release for Social Media 'Tagging'**

I  **Accept**  Decline the right for EFX Fitness Manchester NH and Roots Hockey Development, LLC to 'tag' my image via pictures and/or video on social media websites. Client Initial/Date: \_\_\_\_\_

**Release for Auto-Payment**

I understand that EFX Fitness Manchester NH and/or Roots Hockey Development, LLC will deduct a total of \$\_\_\_\_\_ on the \_\_\_\_\_ day of each month for a period of \_\_\_\_\_ months during my term of Agreement using the below listed payment method. This agreement will auto renew at the end of its term unless there is 30 day written prior notice as stated in item 15.

Client Initial/Date: \_\_\_\_\_

**Notes/ Comments:**

\_\_\_\_\_  
\_\_\_\_\_

Sign: \_\_\_\_\_ Date: \_\_\_\_\_