



4304 Chester Village Lane, Chester, VA 23831 (804) 248-0222

Agreement of Release and Waiver of Liability

Name: _____ Date: _____

Address: _____ City: _____

State: _____ Zip: _____ Email: _____

Phone: (_____) _____ Cell: (_____) _____

Emergency Contact Name: _____ & Phone: (_____) _____

Starting Date of Initial Term of Membership: _____ Ending Date of Membership: _____

THIS CLUB IS NOT PERMITTED, PURSUANT TO THE VIRGINIA HEALTH CLUB ACT, TO ACCEPT ANY INITIATION FEE IN EXCESS OF \$125 OR ANY PAYMENT FOR MORE THAN THE PRORATED MONTHLY FEE FOR THE MONTH WHEN THE CONTRACT IS INITIALLY EXECUTED PLUS ONE FULL MONTH IN ADVANCE.

I, the undersigned, being aware of my own health and physical condition, and having knowledge that my participation in all activities at RC Health and Fitness, LLC., may cause injury, am voluntarily choosing to participate. There are always certain risks associated with any physical activity. I understand that it is my responsibility to consult with a physician prior to, and regarding my participation in all exercise fitness routines, personal training, health programs, or workshops offered by RC Health and Fitness, LLC. I represent and warrant that I am physically fit and I have no medical condition that would prevent my full participation. I understand it is my responsibility to update this waiver with regard to any health condition changes that I experience in the future. I realize that I have the option to discontinue any activity upon my own discretion. In making this activity available for your participation, RC Health and Fitness, LLC., assumes no responsibility for injury. The responsibility is assumed entirely by the participant. Participants should have adequate personal insurance coverage.

In consideration of services or property provided, I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge and covenant not to sue RC Health and Fitness, LLC., and their respective board members, trustees, faculty, instructors, advisors, employees, affiliates, members, volunteers, staff, heirs, assigns, and representatives, (collectively, the "Releases") from any and all claims including, not by way of limitation, any claims arising from negligence of Releases or any of them resulting in personal injury, accidents or illnesses (including death) and/or property loss arising from or relating in any way to participation in all activities offered by RC Health and Fitness LLC., the use of facilities in connection with the activity, and/or travel before, during or after the activity.

I agree to indemnify and hold harmless, release from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, and to reimburse Releases for any such expense incurred in connection with or as a result of (1)(a) Participant's participation in the activity or (b) travel associated with the activity or (2) arising in connection with or as a result of any attempt by anyone, including, not by way of limitation, Participation or anyone claiming on Participant's behalf, to avoid the terms of this document which I freely sign.

PHOTOGRAPHY: I grant RC Health and Fitness, LLC, its representatives, and employees the right to take photographs of me and my property. I authorize RC Health and Fitness, LLC, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that RC Health and Fitness, LLC., may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

BUYER'S RIGHT TO CANCEL: If you wish to cancel this contract, you may cancel by making or delivering written notice to this health club. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed before midnight of the third business day after you sign this contract. The notice must be delivered or mailed to: RC Health and Fitness, 10410 Ironbridge Road, Chester, VA 23831. If canceled within three business days, you will be entitled to a refund of all monies paid. You may also cancel this contract if this club goes out of business or relocates and fails to provide comparable alternate facilities within five driving miles of the location designated in this contract. You may also cancel if you become physically unable to use a substantial portion of the health club services for 30 or more consecutive days, and your estate may cancel in the event of your death. You must prove you are unable to use a substantial portion of health club services by a doctor's physician's assistant or nurse practitioner's certificate, and the health club may also require that you submit to a physical examination, within 30 days of the notice of cancellation, by a doctor, physician's assistant or nurse practitioner agreeable to you and the health club (cost to be borne by the health club). If you cancel after the three business days, the health club may retain or collect a portion of the contract price equal to the proportionate value of the services or use of facilities you have already received. Any refund due to you shall be paid within 30 days of the effective date of cancellation.

Notice: buyer should attempt to resolve with the health club any complaint the buyer has with the health club. The Virginia Department of Agriculture and Consumer Services regulates health clubs in the Commonwealth pursuant to the provisions of the Virginia Health Club Act

ANY HOLDER OF THIS CONTRACT OR NOTE IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This agreement shall be governed by the laws of the Commonwealth of Virginia.

I am not relying on any oral, written, or visual representations or statements made by RC Health and Fitness, LLC, including brochures, promotional materials, or online content to induce me to participate in this activity. I have read the above release and waiver of liability and fully understand its contents. I voluntarily agree to ALL the terms and conditions stated above.

SIGNATURE OF PARTICIPANT: _____ DATE: _____

*I am the parent or legal guardian of, _____ a minor, and on the minor's behalf, and on the behalf of all other parents or guardians of the minor, I accept the release and waiver of liability at the top of this form as inducement for allowing my child, or this minor, to participate in fitness classes, health programs, and workshops offered by RC Health and Fitness, LLC.. I represent that I have the authority to give this release.

*SIGNATURE OF PARENT/GUARDIAN: _____ DATE: _____

SIGNATURE OF STAFF: _____ DATE: _____



Participant Intake Form

Name: _____ Date: _____

1. Are there any illnesses, injuries or medical conditions that we need to know about? Please list all.

2. If yes, do you have any current restrictions that may hinder your ability to participate in a fitness exercise class?

3. What are your fitness and/or health goals?

4. How did you hear about us? _____

5. Which classes and times interest you? _____

6. What classes, workshops, or special events would you like to see us offer?



Membership Application

Name: _____ Date: _____

Group Class Prices:

_____ Monthly Unlimited* (\$75/month)

_____ Family Monthly Unlimited* (\$100/month, includes 2 adults + 2 children**)

Please list all participating family members:

1. _____
2. _____
3. _____
4. _____

_____ Premier Membership Unlimited (\$150/month, includes 2 personal training sessions, which MUST be used in that month. No rollover sessions.)

_____ Drop In (\$20/class)

*For monthly memberships, we use an automated membership draft, which will debit from your checking account on the 1st of each month.

** Family membership includes: 2 adult memberships and 2 children (under 18 years of age) Additional family members may be added to the membership for \$35.00/mo.

You must provide proof of shared address.

While we do not have yearly contracts at RC Health and Fitness, we do respectfully ask for a 30-day membership cancellation notice.

Payment:

_____ Bank Draft

Bank Name: _____

Routing Number: _____ Account Number: _____