



TRAINING AGREEMENT

Please provide the following information (please print clearly):

Full Name: _____

Date of Birth: _____

Street Address: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Phone: _____

Signature: _____

Guardian Name: _____

Guardian Signature: _____
(Under 18 Guardian must sign)

Eligibility

Clients must be currently authorized by their Physician in order to participate in this or in any other Fitness Program or Regimen with the Personal Trainer/Group Fitness/Boxing Instructor.

Clients will be required to complete the proper documentation prior to participation within the training program.

The Personal Trainer/Group Fitness/Boxing Instructor reserves the right to deny services to participants who may not be able to exercise safely within the program parameters. If it is determined that the client has one or more risk factors, based on the criteria set forth by the American College of Sports Medicine and/or the National Sports Conditioning Association, that could be a potential risk during exercise, he/she will be referred to their Physician for an in depth fitness assessment and certification that the client is physically qualified to participate within the program(s) parameters, before receiving any personal training or any other type of classes from the Personal Trainer/Group Fitness/Boxing Instructor.

Conduct of Training Sessions

Client must wear proper attire (i.e. shorts, sweat pants, t-shirt, wrestling/mma shoes, etc.) Absolutely no jeans, jean shorts, street shoes of any kind or jewelry.

All sessions will be conducted at the fitness facility agreed upon by the Personal Trainer/Group Fitness/Boxing Instructor & Client. Training sessions must be commenced within 31 days of the date of purchase. This is due to the manner of your training is not by sessions but by membership in a monthly or yearly package. In case of a situation of a physician notice, please copy and give to trainer so we may make the proper adjustment to your account.

Cancellation Policy

A Client may cancel a Membership Package under the following terms and conditions only:

- a. Upon presentation of a written physician's statement of the Client's physical inability to participate in THE ALLEY FITNESS BOXING GYM's program, the Client's Membership Package shall be terminated as to future payments under the Client's Membership Package; with monies heretofore paid to be retained by THE ALLEY FITNESS BOXING GYM as a cancellation fee.
- b. Should the Client wish to voluntarily terminate his or her Client's Membership Package before the completion of the Membership Package's term, the Client authorizes THE ALLEY FITNESS BOXING GYM to retain, as a cancellation fee, the balance of the Membership Package fee in the case of a 1 or 2 Month Contract; or one Month's Membership Package fee in the case of a 7 Month or 1 Year Contract.

GENERAL ETIQUETTE

WE STRIVE TO MAINTAIN A POSITIVE ATMOSPHERE AND SENSE OF COMMUNITY HERE AT THE ALLEY.

- Please come to class with a positive attitude and remember to greet your instructors and classmates!
- Make new students and visitors feel welcome in our gym; introduce yourself!
- Remove all jewelry prior to class.
- If you are late for class, you are still welcome, just politely join without distracting classmates.
- Participation in a class requires that you are involved in every portion of the class. Specifically: The warm up, technique, drilling, and live training. If you are injured and cannot participate in a portion of the class, please discuss this with an instructor beforehand.
- If you need to purchase a beverage, or other merchandise, please do so at the beginning or end of class as not to disrupt the class dynamic.
- Small children should be supervised at all times and are not allowed to use/climb on the gym equipment.
- Due to limited space, spectators are not permitted to observe classes..
- While we encourage you to study with partners and share your knowledge, please refrain from teaching or instructing during class unless you have the instructor's permission to do so.

HYGIENE

WE ARE COMMITTED TO MAINTAINING A CLEAN & SAFE FITNESS BOXING GYM. LET'S WORK TOGETHER TO KEEP OUR SPACE HYGIENIC.

- Remove all outdoor footwear immediately after entering gym and before stepping on gym mats. Street shoes are not permitted on mats in an attempt to preserve mats and decrease flow of dirt throughout the gym. Bare feet, socks or wrestling/mma shoes are all permitted on gym mats.
- Wash your workout gear after every class; keep your toenails and fingernails trimmed and clean; long hair should be back and out of face; offensive body odor will not be tolerated.
- If you have any type of skin infection, please notify instructor before participating in class.
- If you are scratched during training, please clean and cover the wound before continuing. If you notice blood on the mat, please notify a staff member so it can be disinfected immediately.
- You are welcome to shower after class as it has been proven to reduce likelihood of skin infection.
- Please pick up after yourselves. Garbage should be disposed of appropriately and all leftover clothing/gear will be donated to charity.
- Abiding by these guidelines will help keep our Fitness Boxing Gym clean and an enjoyable place to workout. Do your part as a valued member of the family.

RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

IMPORTANT: The undersigned Client hereby acknowledges and agrees that use by Client and/or by Client's minor children of The Alley Fitness Boxing Gym's facilities, services, equipment and/or premises, involves risks of injury to persons and property, including those described below. The Client assumes full responsibility for such risks. In consideration of Client and Client's minor children being permitted to enter any facility of The Alley Fitness Boxing Gym for any purpose including, but not limited to, observation, use of facilities, use of services or use of equipment, or participation in the, use of facilities, use of services or use of equipment, in any way, the Client agrees to the following: Client hereby releases and holds The Alley Fitness Boxing Gym, its directors, officers, employees, and agents harmless from all liability to Client, Client's children and Client's personal representatives, assigns, heirs, and next of kin for any loss or damage, of any nature or kind; and forever gives up any claim or demands therefore, on account of injury to Client's person or property, including, but not limited to, injury leading to the death of Client, whether caused by the active or passive negligence of The Alley Fitness Boxing Gym or otherwise, to the fullest extent permitted by law, while Client or Client's minor children are in, upon, or about The Alley Fitness Boxing Gym premises, or using any of The Alley Fitness Boxing Gym's facilities, services and/or equipment. The Client also hereby agrees to indemnify The Alley Fitness Boxing Gym from any loss, liability, damage or cost which The Alley Fitness Boxing Gym may incur due to the presence of Client or Client's children in, upon or about The Alley Fitness Boxing Gym premises including, but not limited to, in any way observing or using any of the facilities, services and/or equipment of The Alley Fitness Boxing Gym, whether caused by the negligence of the Client or in any other manner.

The undersigned Client represents: (a) that Client and Client's minor children are in good physical condition and have no disability, illness, or other condition that could prevent Member(s) from engaging in the services of, and use of equipment of The Alley Fitness Boxing Gym without injury or impairment of health; and (b) that Client has consulted with a physician concerning the services of, and use of equipment of The Alley Fitness Boxing Gym and has been assured that the use of said services and/or equipment will not risk injury to Client or impairment of Client's health. Such risk of injury includes, but is not limited to: injuries arising from use by Client or Client's children of exercise equipment and machines; injuries arising from participation by Client or others in supervised or unsupervised activities or programs at The Alley Fitness Boxing Gym; injuries and medical disorders arising from engaging in activities at The Alley Fitness Boxing Gym such as heart attacks, strokes, heat stress, sprains, broken bones, torn muscles and ligaments, among other conditions and injuries; and accidental injuries occurring anywhere in, on and about The Alley Fitness Boxing Gym's facilities. The Client further expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Illinois; and that if any portion thereof is held invalid, it is agreed that the remainder of the Release, Waiver and Indemnity Agreement shall, notwithstanding, continue in full force and effect. The Client has read this Release and Waiver of Liability and Indemnity Agreement, and agrees that no oral representations, statements or inducement apart from this Agreement have been made.

The Alley Fitness Boxing Gym makes no warranties or representations, express or implied, other than those set forth herein, and the Client's sole and exclusive remedy in the event of any breach of this Agreement shall be cancellation of this Agreement.

IN NO EVENT SHALL The Alley Fitness Boxing Gym BE LIABLE FOR ANY SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THE UNDERSIGNED CLIENT HAS READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME; AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

The Alley Fitness Boxing Gym, Inc.

Client (or Guardian) Signature

Client (or Guardian) Printed Name

Date