



Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Birthday: \_\_\_\_\_

**ACTIVITY RELEASE AND INDEMNITY AGREEMENT**

This RELEASE and INDEMNITY agreement (Release) is made by the undersigned adult (the Participant) to release and indemnify Fit In Boonsboro, its parent company, affiliated or subsidiary companies, and all their respective officers, directors, agents, contractors, employees, heirs, successors, and assigns (collectively, the "Club"), as set forth below.

1. **Activity** Participant, or Participant's own behalf and on behalf of the other members of Participant's family, including Participant's spouse, parents, children, heirs, and assigns, (singularly and collectively referred to as "Participant") hereby grants to the Club this full release and indemnification as consideration in exchange for permitting Participant to participate in the following athletic or physical activity which may utilize Club premises and or equipment.

Participant is entering into this Release after (1.) having viewed or having had the opportunity to view Club premises and/or equipment. (2.) if there is an instructor, having reviewed or having had the opportunity to review the instructor's qualifications.

2. **Release and Indemnity**

- PARTICIPANT IS VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH FULL KNOWLEDGE, UNDERSTANDING AND APPRECIATION OF THE RISKS OF INJURY INHERENT IN ANY PHYSICAL EXERCISE, MASSAGE OR THERAPY PROGRAM, PHYSICAL ACTIVITY OR ATHLETIC ACTIVITY AND EXPRESSLY ASSUMES ALL RISKS OF INJURY AND EVEN DEATH WHICH COULD OCCUR BY REASON OF PARTICIPANT'S PARTICIPATION.
- PARTICIPANT RELEASES CLUB FROM ANY LIABILITY AND AGREES NOT TO SUE CLUB WITH RESPECT TO ANY CAUSE OF ACTION FOR BODILY INJURY, PROPERTY DAMAGE, OR DEATH OCCURING TO PARTICIPANT AS A RESULT OF PARTICIPATING IN THE ACTIVITY.
- PARTICIPANT ACKNOWLEDGES THE NEED TO CONSULT THEIR PHYSICIAN BEFORE PARTICIPATION IN THE USE OF THE CLUB INCLUDING PARTICIPATION IN ALL ACTIVITES AFFILIATED WITH THE CLUB ONSITE OR OFFSITE.

I hereby give the club consent to record, videotape and photograph my image and/or voice to be used in social media and/or advertising of the club. I further understand that no special compensation will be provided to me for use of my image and that I may not be informed in advance of the specific use of my image.

SIGNATURE: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_

(anyone under 18 years of age)

DATE: \_\_\_\_\_

**EMERGENCY MEDICAL AUTHORIZATION ADULT**

I hereby give consent, in the event I am incapacitated and unable to provide such consent and approval for a situation requiring medical attention and action for the administration of any treatment or care deemed necessary, and my designated representative, \_\_\_\_\_ / \_\_\_\_\_ cannot be reached in a  
*emergency contact name phone*

reasonable period of time to extend such consent and approval on my behalf for attention and action for the administration of any treatment and/or care deemed necessary for the listed doctor,

\_\_\_\_\_, or any of his/her associates, the preferred physician, or  
*(doctor name/number)*

any of his/her associates, the preferred dentist, or in the event the appropriate preferred physician, dentist or other identified healthcare professional is not available, by another qualified physician, dentist or healthcare professional: and the transfer of myself to the preferred hospital, any hospital reasonably accessible.

The following information is being released by me in the event that the physician, dentist, healthcare professional or hospital is unable to access my medical history.

**ALLERGIES:**

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

**MEDICATIONS:**

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

**PHYSICAL LIMITATIONS/RESTRICTIONS:**

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

**OTHER CRITICAL INFORMATION ( e.g. blood type, health condition, etc.):**

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

**INSURANCE PROVIDER:** \_\_\_\_\_

**POLICY NUMBER:** \_\_\_\_\_

I the undersigned, hereby agree, appoint and constitute the club and it's duly authorized representative(s), namely **Fit In Boonsboro**, hereby authorize them to obtain any x-ray examination, anesthesia, medical or surgical diagnosis or treatment, and hospital care to be provided for me in the event I am unable to provide approval and my designated representative cannot be reached for approval in a reasonable period of time, under the general and special supervision, and on the advice of a licensed physician, dentist, or other qualified health care professional acting under their supervision.

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

## Fit in Boonsboro Fee Schedule

Description of Fee/Charge	Amount	Cost per visit	When Due
<p><b><u>MEMBERSHIP FEES</u></b></p> <p>*Single person</p> <p>*Double Person</p> <p>*Three Person</p> <p>*Four Person (Same household)</p>	<p>\$29.99/month or \$359.88 annual fee</p> <p>\$55.50/month or \$665.78/ annual fee</p> <p>\$81.00/month or \$972 annual fee</p> <p>\$106.50/month or \$1278 annual fee</p>		<p>At signing of contract and 15<sup>th</sup> day of each month. For the duration of the contract.</p>
<b>*Membership Registration Fee</b>	\$50 one-time fee at signing of contract		
<b>Late Payment Fee</b>	\$10 If membership is past due more than 10 days after auto pay		
<p><b><u>ALA CARTE</u></b></p> <p>1 Visit</p> <p>5 Visit</p> <p>10 Visit</p> <p>20 Visit</p> <p>31 day pass</p> <p>3 month pass</p>	<p>\$12</p> <p>\$53</p> <p>\$92</p> <p>\$160</p> <p>\$55</p> <p>\$129</p>	<p>\$10.60</p> <p>\$9.20</p> <p>\$8.00</p>	<p>At the time of Purchase</p>
<p><b><u>FIT KIDS</u></b></p> <p>Daily Pass Member</p> <p>Daily Pass Non-member</p> <p>Monthly Unlimited</p> <p>Unlimited <b>Additional</b> Child</p>	<p>\$2</p> <p>\$3</p> <p>\$14 or \$168 annual fee</p> <p>\$12 or \$144 annual fee</p>		<p>At the time of service</p> <p>At the time of service</p> <p>At signing of contract and 15<sup>th</sup> of each month</p> <p>At signing of contract and 15<sup>th</sup> of each month</p>

## Fit in Boonsboro Fee Schedule

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### ***Fit in Boonsboro, LLC***

#### **Supplement to Membership Contract**

Customer/Member: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

This supplement constitutes an amendment and supplement to the Membership Contract described above. As used in this supplement, “we”, “the business”, or “the club”, refers to Fit In Boonsboro, LLC and “you” or “your” refers to the Customer/Member named above.

Set forth below is and itemized list of all fees and other charges in connection with your membership contract:

#### **NOTICE OF CONSUMER RIGHTS**

1. Our business’ registration number with the Maryland Consumer Protection Division is B23829
  
2. We have posted a cash deposit with the Consumer Protection Division in the amount of \$25,000
  
3. If the Club is closed for a month or more, you are entitled to your choice of either an extension of the contract or a prorated or refund. If the closing is not the fault of the business, we (the club) are entitled to choose.
  
4. You have the right to cancel the Contract with in three (3) business days after receipt of a copy of the Contract. Cancellation must be in writing, and delivered in person or by certified registered mail. If you cancel, you are entitled to a full refund of all monies paid.
  
5. If you become disabled for at least three (3) months during the membership term and disability is confirmed in writing by a physician, you are entitled to an extension of the Contract.

This notice is an integral part of the application and contract for membership.

Member or Guardian’s Signature: \_\_\_\_\_ Date \_\_\_\_\_