



Welcome to the Studio

Name: _____ Date _____

Phone #: _____ DOB: _____

Email: _____

Mailing Address: _____

Emergency Contact: (name, relationship, contact#)

These questions help us understand the basics about you:

How did you hear about us? _____

What are your top goals?

- 1.
- 2.

Are you currently or have you been active in sports, exercise programs, or physical activity? Which ones?

Do you have any injuries or health conditions that we should be aware of?

The Studio Details

Late Cancel Policy: 12 hours prior to class. Any service canceled within 12 hours of class or private start will be forfeited of use and \$15.00 charge for unlimited memberships _____ Initials

No Show Policy: Advance notice required otherwise considered a "No Show" with loss of session and \$20.00 charge for unlimited memberships. _____ Initials

Late Arrivals: 10 min late to start you may not be allowed access for safety and because it distracts the class in session. Late arrivals are considered "Late Cancel". _____ Initials

Package Expiration: Packages (privates, classes) will have an expiration date. Please request reactivation or transfer in writing for consideration to info@makaifitness.com _____ Initials

Membership Cancellation: Must be in writing submitted to info@makaifitness.com 5 days prior to the end of the next date of payment processing and after terms have been met. _____ Initials



The Legal Stuff

Liability Waiver, Indemnity Agreement, Assumption of Risk

In consideration of permission to use, today and on all future dates the property, facilities, and services of Makai Fitness. I, on behalf of myself, my heirs, personal representatives, or assigns, do hereby release, waive, discharge and covenant not to sue Makai Fitness, its directors, officers, employees, volunteers, independent contractors, and agents from liability from any and all claims arising from the ordinary negligence of Makai Fitness or any of the aforementioned parties. This agreement applies to 1) personal injury (including death) from accidents or illnesses arising from the participation in Fitness and/or Pilates activities including, but not limited to, events, organized activities, classes, observation, and individual use of facilities, premises, or equipment; and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification and Hold Harmless: I agree to HOLD HARMLESS AND INDEMNIFY Makai Fitness from all claims resulting from negligence and to reimburse them for any expenses incurred by Makai Fitness in investigating and defending a claim or suit if my claim is withdrawn, or to the extent a court or arbitration determines that Makai Fitness is not responsible for the injury or loss.

Severability and Venue: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in the State of California.

Acknowledgement of Understanding: I have read this waiver of liability and indemnification agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed in the state of California.

Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Makai Fitness has facilities for and provides for activities such as Pilates training, Yoga, strength training, walking, jogging, running, high intensity training workouts and more. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of directions, some involve mobility and flexibility, and others involve sustained physical activity that places stress on the cardiovascular system. The specific risks vary from one activity to another, but in each activity the risks range from minor injuries (scratches, bruises, sprains, strains, and muscle tears) to major injuries such as loss of sight, joint or back injuries, concussions, and heart attacks to catastrophic injuries such as paralysis or death. I have read the previous paragraphs and I know the nature of the activities at Makai Fitness. I understand the demands of those activities relative to my physical condition and skill level, and I appreciate the types of injuries, which may occur as a result of activities made possible at Makai Fitness. I hereby assert that my participation is voluntary and that I knowingly assume such risks.

Acknowledgement of Understanding: I have read this assumption of risk and fully understand its terms. I acknowledge that I am signing freely and voluntarily and intend my signature to signify a complete assumption of the inherent risks of participating or observing recreational activities at Makai Fitness to the greatest extent allowed by the law in the State of California.

By initialing above and signing below, I acknowledge and agree to the Waiver of Liability, Indemnity Agreement, and Assumption of Risk Waiver. I also agree to the studio policies and verify that all information provided on this form is current and correct.

Signature of Client: _____ Date: _____

Printed Name of Client: _____