



Minor Intake Form

SA: _____

Name of Studio Operator: FIT36 Folsom ("Operator") e-mail: folsom@fit36fitness.com
Address: 25065 Blue Ravine Road, Suite 130 Folsom, CA 95630 ("Studio")

Member Name: _____ Date Signed: ____/____/20____
DOB: ____/____/____ Weight: _____ Home Phone: _____
e-mail: _____ Cell Phone: _____
Mailing Address: _____ City, Zip _____

Emergency Contact: _____ Phone: _____
Relationship to Member: _____
Member's School? _____ Grade: _____

How did you hear about FIT36®? (Check all that apply)

- checkbox Daily Deal checkbox Digital checkbox Direct Mail checkbox Local Event checkbox Outdoor Ad checkbox Print Ad checkbox Radio checkbox TV
checkbox Walk-In | Drive by | Signage checkbox Other checkbox Member referral

Do you have any medical concerns or injuries? checkbox NO checkbox YES (explain): _____

Are you currently taking any medications or supplements that affect your heart rate or blood pressure?
checkbox NO checkbox YES (explain): _____

What are you currently doing for fitness? _____ How many times per week? _____

Sports played: _____

- checkbox get lean checkbox weight loss checkbox burn more calories in less time
checkbox increase fitness level checkbox just for fun checkbox build muscle checkbox meet other active individuals
checkbox train with friends checkbox decrease stress checkbox supplement other training

** FIT36® recommends that you consult your medical doctor before starting any fitness program **

In order for you to use your available trial, membership, or package classes at other participating FIT36® studios, other FIT36® studios in the United States may access your personal information (including but not limited to your visit history, buying and workout habits, personal preferences, and the contact information you have provided on this Member Intake Form or that you have entered into a class scheduling program). Please be advised that each FIT36® studio is independently owned and operated, so each studio may have its own privacy and security policy and require you to sign additional documentation (such as a separate Member Intake Form or questionnaire) in order for you to utilize services. Please contact the Operator identified above if you have questions or if you would like to review the Studio's privacy and security policy. Additionally, your personal information will be shared with Fit 36, LLC, the franchisor of the FIT36® franchise system, its affiliated companies, and third-party vendors for various purposes, including but not limited to providing, maintaining, and improving services at FIT36® studios.

Terms of Use of Facility

1. Participant agrees not to use any defective equipment and to immediately report any defective equipment to an employee of the Operator.
2. Participant shall abide by any rules and regulations for use of the Studio which may be promulgated from time to time by Operator. Operator is not responsible for the loss or damage of any valuables Participant brings to or stores at the Studio.
3. Participant understands and acknowledges that Operator and the FIT36® franchise system will occasionally send promotional opportunities, marketing materials, appointment reminders, and other communications via e-mail. If Participant does not wish to have her e-mail address used by FIT36® to promote FIT36® products or services, Participant can opt-out by checking the relevant box below. If FIT36® has sent Participant a promotional e-mail, Participant may send FIT36® a return e-mail asking to be omitted from future e-mail distributions or by unsubscribing by following the link found at the bottom of the e-mail communication. This opt out does not apply to information provided to FIT36® as a result of a service purchase, class packages, billing information, late charges, product service experience or other transaction. If Participant does not wish to receive promotional opportunities, please check the box below.

I do not wish to receive promotional opportunities

1. Participant acknowledges that from time to time, Operator and the FIT36® franchise system may take photographs and/or video of Participant participating in programs or activities for use and publication in various publications or media, including but not limited to its website, brochures or materials, informational, promotional or marketing materials, and social media. Participant hereby expressly grants Operator and the FIT36® franchise system the right to use and publish such photographs and video as contemplated herein, all without compensation or payment for such use and publication.

MINOR WAIVER & RELEASE OF LIABILITY AND INDEMNITY AGREEMENT: In consideration for permission to participate in any class, program or activity at Fit36, I, for myself, ***and on behalf of the minor child identified on this agreement***, our heirs, personal representatives and/or assigns, do hereby release, waive, discharge, and covenant not to sue Fit36, its owners, franchisees, franchisors, employees, contractors, managers and all other related entities and individuals (collectively referred to herein as "Fit36"), from liability for any and all claims for personal injury, illness, death, property damage, or any other claim, including but not limited to claims arising out of the negligence of Fit36, its instructors, its employees or its agents. This waiver and release of liability applies to all Fit36 activities, without limitation, regardless of whether participation is self-directed or organized and led by an employee or agent of Fit36. It is expressly agreed that Fit36 shall not be liable for any injuries or any damages to any minor, or the property of any minor, or be subject to any claim, demand, damages or causes of action arising out of the use of, or occurring on, any Fit36 premises or facilities regardless of whether it was caused by the negligence of Fit36. This waiver and release is intended to be as broadly interpreted as allowed under California law. The Parent/Guardian executing this waiver and release of liability hereby agrees to hold Fit36 harmless from all claims which may be made by or on behalf of any minor listed on this agreement and to indemnify Fit36 from any such claims to the fullest extent allowed under California law.

The Parent/Guardian also expressly acknowledges that he or she is relinquishing, on behalf of the minor child using any Fit36 location, all rights the child may have to sue Fit36 for injuries arising out of the use of any Fit36 premises, facility or service regardless of whether the injuries were caused by the negligence of Fit36, its employees or agents.

Name of Parent/Guardian (Please Print): _____

Name of Minor Participant (Please Print): _____

Signature of Parent/Guardian: _____ Date: _____