

**Phoenix Fitness, LLC**

**Member Consent Form and Liability Waiver Agreement**

**General: Services and Rates**

Phoenix Fitness LLC is a New Hampshire Limited Liability Company with a principal place of business located at 24 Crosby Street, Suite #1 & 2, Dover, New Hampshire 03820 (“Phoenix”).

Phoenix provides instructor led professional fitness and strength training to members of the public. Phoenix views all of its customers as members of the Phoenix community. Phoenix offers personal training to members of all levels of fitness and training experience.

Phoenix provides training services on the basis of individual, one-on-one sessions and in group fitness training session classes, both of which are always led by a professional instructor and are typically around one hour long.

Phoenix charges its member customers a flat, per session rate. The current rate for individual training sessions is \$70.00/session. The current group class session rate is \$15/class per person.

Phoenix offers its members discounted prepayment for fitness and training sessions. One on one training sessions can be paid for in advance at a rate of 10 personal training sessions for \$599.

**Member Customer Warranties, Release and Waiver**

To the best of my knowledge, I, \_\_\_\_\_ (member’s full name), of \_\_\_\_\_ (member’s address) am in good physical condition and fully able to participate in the fitness sessions and programming offered by Phoenix. I am fully aware of the risks and hazards connected with exercise and fitness training, including physical injury or even death. I hereby elect to voluntarily participate in said training, knowing that the associated physical activity may be hazardous to me and/or my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or loss or damage to property owned by me, as a result of participation in any and all Phoenix programming

I further hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Phoenix, its principal, Royce Lee Claflin, and any and all Phoenix associates and employees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that

may be sustained by me, or to any property belonging to me, while participating in Phoenix programming, at Phoenix's principal place of business or elsewhere, or for any reason while on or upon the premises that are Phoenix's principal place of business.

It is my expressed desire and intent that this release and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, and CONVENANT NOT TO SUE Phoenix, its principal, Royce Lee Claflin, and any and all Phoenix associates and employees.

### **Required Notices and Disclosures**

The State of New Hampshire Consumer Protection Act requires that the following Notices and Disclosures be present in all contracts between consumers and businesses deemed to be "Health Clubs" who offer or require prepayment for their member customers:

**NH RSA. 358-I:3** Contract Requirements; Disclosure of Cancellation Rights.

**II(a) NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ ALL OF IT. ALSO, DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES.**

**II(b) STATE LAW REQUIRES THAT THIS HEALTH CLUB REGISTER WITH THE BUREAU OF CONSUMER PROTECTION AND ANTITRUST OF THE DEPARTMENT OF JUSTICE AND MAY REQUIRE THAT THIS CLUB POST A BOND TO PROTECT CUSTOMERS WHO PAY IN ADVANCE FOR MEMBERSHIP OR SERVICES IN THE EVENT THIS CLUB CLOSES. YOU SHOULD ASK TO SEE EVIDENCE THAT THIS CLUB HAS EITHER POSTED A BOND IN COMPLIANCE WITH THE LAW OR HAS BEEN EXEMPTED FROM THIS REQUIREMENT BY THE ATTORNEY GENERAL BEFORE YOU SIGN THIS CONTRACT. IF THIS CLUB HAS NOT POSTED SUCH A BOND, AND YOU PAY THIS HEALTH CLUB FOR MORE THAN ONE MONTH'S MEMBERSHIP OR SERVICES IN ADVANCE, THEN YOU ARE PAYING FOR FUTURE SERVICES, AND YOU MAY BE RISKING THE LOSS OF YOUR MONEY IN THE EVENT THAT THE CLUB CEASES TO CONDUCT BUSINESS.**

**IV YOU MAY CANCEL THIS TRANSACTION IN WRITING ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION**

**358-I:6 Buyer's Rights.**

**I. Every seller of a prepaid health club services contract shall:**

**(a) Refund to the buyer the pro rata cost of any unused services, within 15 days after request therefor, if:**

**(1) The buyer is unable to receive benefits from the seller's services by reason of death or disability. The health club may require that the disability be confirmed by an examination of a physician agreeable to the member and the health club; provided, however, that this subparagraph shall not operate to prevent the buyer from proving the disability in a judicial proceeding; or**

**(2) The seller relocates his facility more than 8 miles from its present location, or the services provided by the seller are materially impaired.**

**(b) Refund to the buyer the pro rata cost of any unused services under all contracts between the parties, within 15 days after request therefor, if the aggregate price of all contracts in force between**

the parties exceeds \$1,000. Provided, however, if the contract so provides, the seller may retain a cancellation fee of not more than 25 percent of the pro rata cost of unused services on all contracts, not to exceed \$250.

(c) Refund to the buyer the pro rata cost of any unused services within 15 days after the club ceases operation.

II. Upon the occurrence of any of the circumstances enumerated in subparagraphs I(a) or (b) or (c) of this section, the buyer or his estate shall be relieved of any further obligation for payment under the contract not then due and owing.

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I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be constructed in accordance with the laws of the State of New Hampshire.

This contract shall remain in full force and effect for a period of one year from the date of signing unless the member provides Phoenix with revocation of the same in writing prior to the expiration of one year.

In signing below, I acknowledge and represent that I have read the forgoing Member Consent Form and Liability Waiver Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreements have been made; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_

\_\_\_\_\_

**Acknowledged by Phoenix:**

\_\_\_\_\_

Acknowledged on behalf of Phoenix by Independent Contractor Trainer:

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## EMERGENCY CONTACT INFORMATION

### Client Information

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Date of Birth \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip/Postal code \_\_\_\_\_

Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Check box to be give permission to be included on our email campaigns

### Emergency Contact Name:

Primary Contact Name \_\_\_\_\_ Relationship \_\_\_\_\_

Phone number: \_\_\_\_\_

*Phoenix Fitness, LLC*  
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