



## **Member Consent, Waiver & Release of Liability**

Prior to using the physical fitness equipment and facility of NextStep Raleigh, you must read, acknowledge and sign this consent and release of liability agreement.

*I, the Member or on behalf of the Member, ("Member" is defined to include myself, children, spouse, parents, heirs, assigns, personal representatives, guardians and estate) consent and affirmatively elect to use the physical fitness equipment, facility, and other services offered by NextStep Raleigh as described herein for the term as detailed in the Membership Agreement.*

Prior to Member's use of the physical fitness equipment and facility, a NextStep Raleigh Staff member will conduct Member's orientation to the physical fitness equipment and the facility. Member should consult with his or her physician prior to using the physical fitness equipment or facility and have the physician complete a Member Release to Participate form. The hours of operation for Member's use of the physical fitness equipment and facility are Monday through Friday, 10 A.M. to 6 P.M. excluding holidays, subject to variation (change/expansion).

By signing this agreement, Member expressly represents and acknowledges that he or she is in good health and is capable of full participation in a physical activity program. Furthermore, Member agrees to assume any and all: (1) risk of personal injury while using the physical fitness equipment and facility, participating in orientations, demonstrations, classes, or events, or involvement in any other services provide by NextStep Raleigh either at the facility or elsewhere (collectively, the "Activities"); and (2) risk of damage to any property of NextStep Raleigh including payment to NextStep Raleigh for the reasonable repair or replacement of such damaged property. In the event that Member is injured, Member agrees to assume any financial obligation, either through Member's personal health insurance, or through some other means, for any medical costs which Member incurs. NextStep Raleigh assumes no responsibility for any medical expenses, injury, or damage suffered by Member in connection with Member's involvement or participation in the Activities. Member further agrees to comply with the terms and conditions of the Membership Agreement, and any rules or regulations issued by NextStep Raleigh. Member further agrees to indemnify, release and hold harmless NextStep Raleigh and any affiliate, associate, successors and assigns, as well as any trustees, officers, directors, employees, and agents (collectively, "NextStep Fitness Affiliates") from any and all claims, actions, suits, procedures, costs, expenses, damages, liabilities and losses, including attorney's fees, arising from or in any way connected or associated with Member's involvement or participation in the Activities. Should NextStep Raleigh or any NextStep Fitness Affiliates be required to incur attorneys' fees, expenses, and/or costs to enforce this consent, wavier and release of liability agreement, Member agrees to indemnify and hold NextStep Raleigh and any NextStep Fitness Affiliates harmless from all such fees, expenses, and/or costs.

Member further expressly agrees that this Consent, Waiver & Release is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

MEMBER HAS CAREFULLY READ THIS CONSENT, WAIVER AND RELEASE AND FULLY UNDERSTANDS ITS CONTENTS. IT IS THE INTENTION OF MEMBER BY SIGNING BELOW TO EXPRESSLY ASSUME ALL RISK

OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE UPON HIM/HERSELF, TO THE EXCLUSION OF NEXTSTEP RALEIGH AND TO EXEMPT AND RELIEVE NEXTSTEP RALEIGH FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR DEATH.

MEMBER IS AWARE OF THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THE ACTIVITIES, AND ACKNOWLEDGES THAT THIS IS A CONSENT, RELEASE OF LIABILITY AND A WAIVER OF MEMBER'S LEGAL RIGHT TO COLLECT DAMAGES IN THE EVENT OF INJURY, DEATH OR PROPERTY DAMAGE, WHICH CREATES A CONTRACT BETWEEN MEMBER AND NEXTSTEP RALEIGH AND MEMBER SIGNS IT OF HIS/HER OWN FREE WILL.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER HEREIN AND IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA.

**TO BE COMPLETED BY MEMBER AGE 18 AND OVER BY SIGNING BELOW, I ACKNOWLEDGE I'VE READ AND UNDERSTAND THE TERMS OF THIS CONSENT, WAIVER & RELEASE OF LIABILITY**

First and Last Name of Member (Please Print) \_\_\_\_\_

Date \_\_\_\_\_

Client Signature \_\_\_\_\_

Email \_\_\_\_\_

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

Address \_\_\_\_\_

**TO BE COMPLETED ON BEHALF OF MINOR MEMBER UNDER THE AGE OF 18 BY SIGNING BELOW, I ACKNOWLEDGE I'VE READ AND UNDERSTAND THE TERMS OF THIS CONSENT, WAIVER & RELEASE OF LIABILITY**

First and Last Name of Minor Member (Please Print) \_\_\_\_\_

Date \_\_\_\_\_

Age of Minor Member \_\_\_\_\_

Date of Birth of Minor Member \_\_\_\_\_

First and Last Name of Parent or Legal Guardian to Minor Member (Please Print)

\_\_\_\_\_  
Signature of Parent or Legal Guardian \_\_\_\_\_

Relationship to Minor Member \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

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

Home / Cell Phone \_\_\_\_\_

Relationship \_\_\_\_\_

**INSURANCE INFORMATION (In case of emergency only)**

Primary Doctor/Group Name \_\_\_\_\_

Phone \_\_\_\_\_

Primary Insurance Carrier \_\_\_\_\_ Phone \_\_\_\_\_

Group ID \_\_\_\_\_

Member ID \_\_\_\_\_