



# Henniker Fitness Center

41 Liberty Hill Rd., Henniker, NH 03242

428.7131

Type of Visitor (Day, Week, Month, Promotion)

Visit

Start Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

## Visitor Agreement

NAME:	DOB:
ADDRESS:	EMERGENCY CONTACT:
	EMERGENCY PHONE:
EMAIL:	HEALTH INSURANCE PROVIDER:
PHONE:	
HOW DID YOU HEAR OF US?	

Compliance with Rules. I agree to abide by all club membership rules and regulations which may be posted at the facility or issued orally and which may be amended from time to time at the sole discretion of Henniker Fitness Center. I agree that improper unauthorized use of the facility, including but not limited to allowing non-members to enter the facility, or abusing the equipment or facility in any way, or any actions that are detrimental to the enjoyment of the club's facilities by other members or for failure to comply with club rules may result in member suspension or cancellation without reimbursement.

The attached Liability Waiver is part of this Visitor Agreement.

\_\_\_\_\_  
*Visitor's Signature*

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

# Henniker Fitness Center Liability Waiver

Please read and initial each paragraph:

**No Supervision.** This facility allows you access at extended times and there will be times when there will be no supervision or assistance. If you are injured, become unconscious, suffer a stroke or heart attack there will likely be no one to respond to your emergency and this facility has no duty to provide assistance to you. This facility is equipped with emergency panic buttons, surveillance cameras and an AED (automated external defibrillator) but it is possible that should you require immediate assistance none will be provided.

**Surveillance Cameras.** I am aware that there are numerous surveillance cameras positioned in and around the Henniker Fitness Center premises for the security and safety of all members. These cameras will be remotely monitored and daily recordings reviewed as necessary.

**Liability for Property:** Henniker Fitness Center is not liable to you for any personal property that is damaged, lost, or stolen while on or around Henniker Fitness Center's premises including, but not limited to, a vehicle or its contents or any property left in a changing room, coat rack, etc. If you cause any damage to Henniker Fitness Center's facilities, you are liable for its cost of repair or replacement.

**Physical Condition & No Medical Advice:** You represent that you are in good physical condition and have no medical reason or impairment that might prevent you from your intended use of Henniker Fitness Center's facilities. As such, you acknowledge that Henniker Fitness Center did not give you medical advice before your use of its facilities, and cannot give you any advice relating to your physical condition and ability to use the facilities. If you have any health or medical concerns, discuss them with your doctor before using the facilities.

**Acknowledgment of Risk and Waiver of Liability.** I voluntarily assume the risk of injury, accident, death, loss, cost or damage to my person or property which might arise from my use of the facility and I release the facility from any and all liability resulting from the negligence of the facility and its owners, officers, employees or agents. I agree to indemnify and hold the facility and its owners, officers, employees and agents harmless from and against any liability resulting from the negligence of the facility and its owners, officers, employees or agents. This indemnification obligation shall not include the gross negligence or willful misconduct of the facility and/or its owners, officers, employees or agents.

I certify that I am in good physical health and I am able to undertake and engage in the range of physical activities in which I choose to participate. I assume all responsibility for updating the facility with respect to any changes in my physical or mental condition and for reporting all injuries sustained at the facility to the owner. This waiver, release and indemnification agreement includes, without limitation, all injuries which may occur as a result of (a) my use of all amenities and equipment in the facility and my participation in any activity or personal training, (b) sudden unforeseen malfunctioning of any equipment and (c) my slipping or falling while in the facility or on the facility premises, including adjacent sidewalks and parking areas. I acknowledge that I have carefully read this waiver, release and indemnification agreement and fully understand that it is a release of liability. For myself and my heirs, executors and assigns I acknowledge and agree that I have been fully informed of and acknowledge, assume and accept the risks inherent in the use of the facility.

I certify that I have read and understand all of the terms of this agreement and agree to abide by all of the terms of this agreement, as indicated by my initialing of each paragraph and signature below:

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

\_\_\_\_\_  
*Printed Name and Date*