

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND
INDEMNITY AGREEMENT (“AGREEMENT”)
Franck’s Gym ~ 4309 W. Stewart Ave ~ Wausau, WI 54401**

In consideration of participating in the use of Franck’s Gym facilities I represent that I understand the nature of the exercise equipment available and that I am qualified, in good health, and in proper physical condition to participate in the use of the facility and the equipment available.

I fully understand that the use of Franck’s Gym facility and equipment involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the use of the facility or the negligence of myself or another member, and that there may be other risks either not known to me or not readily foreseeable at this time, and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the use of Franck’s Gym facility, and that any damages incurred by myself or my guests to the facility, equipment or fixtures will be charged to the responsible party.

I understand and agree that I will follow all rules of the facility, posted or not, and will not cause a nuisance, be disruptive or behave in a manner that will make any other member’s experience at this facility less than desirable, or be guilty of moral turpitude or fraud while using the facilities.

I understand there is to be no solicitation of products or services on the premises other than those that have been approved by management, and that any and all independent personal trainers must have a signed agreement with Franck’s Gym and must abide by all rules regarding personal trainers before conducting any business at the facility.

I understand that I must have a membership in good standing to use the facility, and that I must provide proof of my membership to use the facility including but not limited to providing photo identification when necessary and that I must check in using whatever method is necessary and/or available, and that any membership card or identification card provided by Franck’s Gym remains property of Franck’s Gym and must be returned should I decide to discontinue using the facility. If lost, stolen, destroyed or otherwise rendered unusable, I agree to pay a replacement fee of \$5.00 per card. I understand that no one is authorized to use the facility without a completed registration and signed waiver of liability.

I acknowledge that no member under the age of 18 may use the facility without a parent or guardian’s signature consenting to said use, and that no member under the age of 16 may be allowed to use the facility without adult supervision at all times, and members under the age of 14 will not be allowed to use the facility at any time without the consent of management prior to use. I understand Franck’s Gym reserves the right to determine eligibility on an individual basis concerning the use of the facility by minors.

I understand that lifting with a belt and/or spotter is highly recommended and it is my responsibility to ask for assistance when needed, and failure to do so leaves others and myself at risk. I understand and agree to use all equipment as it is intended and designed for, and that I will return any and all equipment I use in a clean and orderly fashion.

I understand that a breach of any rule will permit Franck’s Gym to revoke my membership and or limit my use of the facility at the discretion of the management or attendant on duty.

I understand that this waiver contains the entire agreement between Franck’s Gym and myself and no promises, provisions, terms, warranties, representation or obligation whatsoever, either express or implied, other than those herein set forth shall be binding upon either party. This agreement shall be construed in accordance with the laws of the State of Wisconsin, and if any provision of this agreement shall be prohibited or invalid under applicable law, such provision shall only be ineffective to the extent of each prohibition or invalidity, without invalidating the remaining provisions of the agreement.

I understand that the operating hours and schedule of Franck’s Gym facility and services may vary from the times posted with or without prior notification, and that my use of the facility is dependent on such times of availability.

I understand I am entitled to an exact copy of this agreement and I acknowledge that I have read, understand and have available to me a completed and signed copy of this agreement.

(PLEASE PRINT or EMAIL TO: [FRANCK'S GYM](#))

First Name: _____ Last: _____

Address: _____ City: _____ Zip: _____

Phone #: _____ E-Mail: _____

I have read the **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT** on the reverse side and understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect under the laws and statutes of the state of Wisconsin.

All members intending to utilize the facility must sign and date below to indicate their understanding and acceptance of the waiver of liability as it has been presented to them. Members under the age of 18 must also have a parent or guardian sign for consent to use the facility.

MEMBER

Member Signature: _____ Date: ____/____/____

Birth Date: ____/____/____

DEPENDANTS

Dependant Signature: _____ Date: ____/____/____

Birth Date: ____/____/____

Dependant Signature: _____ Date: ____/____/____

Birth Date: ____/____/____

Dependant Signature: _____ Date: ____/____/____

Birth Date: ____/____/____