

# Physical Activity Release

TO: Bulldog Sports and Fitness ("Bulldog Sports")

RE: (the "Activity")

Class day and time \_\_\_\_\_

**IN CONSIDERATION OF** the participant ("Participant") being permitted to participate in the Activity, the undersigned, on behalf of Participant and Participant's heirs and assigns, hereby:

1. Releases and forever discharges Bulldog Sports and its employees, officers, directors, shareholders, affiliates, agents, representatives, successors, and assigns (collectively the "Releasees") from any and all claims, demands, damages, and expenses (collectively the "Claims") in respect of death, injury, loss or damage to property, arising or a result of involvement in the Activity, and notwithstanding that any Claim may have been contributed to by the negligence of any of the Releasees.
2. Indemnifies and holds harmless the Releasees from and against any and all liability incurred by any or all of them arising as a result of or in any way connected to Participant's participation in the Activity.
3. Understands and acknowledges that Bulldog Sports does not carry or maintain health, medical or disability insurance coverage for Participant. Therefore, the undersigned agrees to assume responsibility for insurance coverage on the Participant.
4. Agrees that in the event that any provision of this Release and Indemnity is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision will not affect the remaining provisions of this Physical Activity Release which shall continue to be enforceable.
5. The undersigned acknowledges that there is no physical or mental reason(s) why Participant should not take part in physical activity. Bulldog Sports and Fitness assumes no responsibility for a preexisting medical condition that may be affected by participation in the Activity.
6. The undersigned has all necessary legal authority to sign enforceable contracts on behalf of Participant.

**I HEREBY ACKNOWLEDGE READING, UNDERSTANDING AND AGREEING WITH THE FOREGOING.**

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of Participant (or Parent/Guardian)

\_\_\_\_\_ Emergency Contact

\_\_\_\_\_ Name of Participant

\_\_\_\_\_ Contact relationship

\_\_\_\_\_ Address of Participant

\_\_\_\_\_ Contact's address

\_\_\_\_\_ Participant's telephone number

\_\_\_\_\_ Contact's telephone number

\_\_\_\_\_ Name and phone number of Physician

# Bulldog Sports and Fitness Policies and Procedures

## CANCELLATION POLICY

**Personal Training:** Bulldog Sports and Fitness has a 24 hour cancellation policy. Failure to cancel prior to 24 hours before a scheduled session or failure to show up for a session will result in the Client being charged for the session. Bulldog Sports and Fitness will do our best to accommodate requests to reschedule sessions made at least 24 hours prior to the session.

**Group Classes:** If Client misses a group class (bootcamp, kids classes, etc), Client is not eligible for a credit or a makeup class.

*Please initial* \_\_\_\_\_

## REFUND POLICY

Bulldog Sports and Fitness does not offer a refund policy. If Client is unable to complete all of the classes or sessions purchased, neither a refund nor a credit in the amount of unused services are offered. In situations with special circumstances Bulldog Sports and Fitness may, at our discretion, transfer the amount of any unused sessions towards other classes or services or may extend the expiration timeframe as detailed below.

*Please initial* \_\_\_\_\_

## EXPIRATION POLICY

Personal training packages must be used within a certain amount of time. See below for a specific expiration schedule.

- 12 sessions must be used within 2 months of the date of the first session
- 16 sessions must be used within 3 months of the date of the first session
- 24 sessions must be used within 4 months of the date of the first session
- 36 sessions must be used within 6 months of the date of the first session
- 48 sessions must be used within 8 months of the date of the first session
- 72 sessions must be used within 12 months of the date of the first session

*Please initial* \_\_\_\_\_

## RAIN POLICY

**Personal Training:** Personal training sessions that are cancelled due to rain will not be charged to the Client.

**Group Classes:** During the rainy season, approximately November through May, all of our group classes are scheduled to include a rain make up week at the end of the session. If a group class is cancelled due to rain more than once during a session, Client may attend another of our group classes on a different day of the week. Please contact Bulldog Sports and Fitness to determine which other group classes are available to attend.

*Please initial* \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant (or Parent/Guardian)