



Rising Tide Fitness Health Assessment Waiver

Name: _____ Date: _____ DOB: _____

Address: _____ Cell Phone #: _____

City: _____ Email: _____

State/Zip: _____

Emergency Contact: _____

Emergency Phone: _____

Rising Tide Fitness and its staff recommend that you clear your participation in any exercise program with your physician.

HEALTH ASSESSMENT

Have you ever had any form of heart disease?
Yes / No

Have you ever experienced shortness of breath or chest pains?
Yes / No

Date of last full physical: _____

Do you have or do any of the following pertain to your health?
If yes please explain.

High Blood Pressure?
Yes / No
Levels:

Cigarette Smoking?
Yes / No

Diabetes?
Yes / No
Type:

Family History of Heart Disease?
Yes / No
Who/Age:

Do you work out at least three times per week?
Yes / No

Are you currently taking any medication?
Yes / No
Explain

Do you have problems in the following areas?

Knees
Yes / No
Explain:

Hip/Pelvis
Yes / No
Explain:

Lower Back
Yes / No
Explain:

Neck/Shoulders
Yes / No
Explain:

Any Other
Yes / No
Explain:

Is there any reason you know of that you should not participate in exercise?
Yes / No
Explain:

_____ / ____ / _____

Participant's Name (please sign) Date



Rising Tide Fitness Waiver

RELEASE FROM LIABILITY AND ASSUMPTION OF RISK (ADULT)

INFORMED CONSENT/ASSUMPTION OF RISK

I, _____, agree to participate in one or more physical fitness program(s)/ class(es) sponsored by Rising Tide Fitness LLC, which may include, training of any kind by any affiliate, subsidiary or partnership of Rising Tide Fitness LLC (hereinafter collectively referred to as RTF). RTF made me fully aware that the fitness programs/classes which RTF offers and in which I desire to participate are of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. I the undersigned recognize and understand that the programs/classes are not without varying degrees of risk which may include, but are not limited to the following: Injury to the musculoskeletal and/or cardio respiratory systems which can result in serious injury or death, injury or death due to negligence on the part of myself, my training partner, or other people around me, injury or death due to improper use or failure of equipment, or injury or death due to a medical condition, whether known or unknown by me. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s).

Initials: _____

I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in RTF programs/classes and accept full responsibility for any injury or death that may result from participation in any activity, class or physical fitness program. I hereby certify that I know of no medical problems that would increase my risk of illness and injury as a result of participation in a fitness program designed by RTF trainers. RTF informed me that there exists the possibility of adverse physical changes during an exercise program, and I fully understand the same. RTF informed me that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death, and I fully understand the same. With my full

understanding of the above information, I agree to assume any and all risk associated with my participation in RTF fitness programs/classes.

Initials: _____

RELEASE:

In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in the activities made available by RTF, and with my full understanding of all of the above, I hereby waive, release, remise and discharge RTF and its agents, officers, principals and employees and volunteers, of any and all liability, claims, demands, actions or rights of action, or damages of any kind related to, arising from, or in any way connected with, my participation in RTF fitness programs/classes, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. If I am signing on behalf of a minor child, I also give full permission for any person connected with RTF to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well being of the child.

Initials: _____

Indemnification: I recognize that there is risk involved in the types of activities offered by RTF. Therefore I accept financial responsibility for any injury that I or the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless RTF, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by RTF.

Initials: _____

Use of picture(s)/film/likeness: I agree to allow RTF, its agents, officers, principals, employees and volunteers to use picture(s), film and/or likeness of me for advertising purposes. In the event I choose not to allow the use of the same for said purpose, I agree that I must inform RTF of this in writing.

Initials: _____

I have fully read and fully understand the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights.

_____ / ____ / ____

Participant's Name (please sign) Date



Rising Tide Fitness Membership Agreement

Between Rising Tide Fitness and _____ (please print name)

Services Provided:

Rising Tide Fitness obligations hereunder and the undersigned Member's membership are conditioned upon (i) Member executing this Agreement and initializing as designated, (ii) Member otherwise complying with this Agreement (including, without limitation, the Rules defined below) For purposes of the foregoing conditions, the term "member" shall include each individual (i.e., spouse and children) included in a membership. Conditioned on the foregoing, operating hours, as established from time to time, and participate in any one or more group classes offered by Rising Tide Fitness from time to time.

Compliance with Rules:

Member shall abide by all membership and facility rules and regulations established by Rising Tide Fitness, which may be posted at the facility, provided in writing, or issued orally and which may be amended from time to time in the sole discretion of Rising Tide Fitness (collectively, "Rules"). I agree that improper or unauthorized use of the facility or violation of the Rules may result in member suspension or cancellation at Rising Tide Fitness's discretion.

General:

This Agreement, the Release and the Rules represent the complete understanding between Member and Rising Tide Fitness. No representations, written or oral, other than those contained in this contract are authorized or binding upon Rising Tide Fitness. Member understands that he/she is obligated to pay the membership fee regardless of whether the Member uses the facility. Member agrees to promptly notify RTF in writing of any changes of address, phone, and/or bank account/credit card information. At the end of the term of this membership contract, it shall continue in effect on a month to month basis unless new rates have been installed or you provide notice of cancellation to terminate this contract.

Cancellation Rights:

You may cancel this contract for any reason by delivering written notice of cancellation via email or text to: risingtidefitness.net@gmail.com or 361-463-9283.

- Death; Disability: In the event that a Member dies or becomes disabled, then upon notice to Rising Tide Fitness the Agreement shall terminate as of the date that the member could no longer use the membership. If prepaid, the member shall be entitled to a pro rate reimbursement for the period after termination. For purposes of this provision, "disability" means a condition which precludes the member from physically using the facilities as verified by a physician.

Membership Changes: There will be a \$10 charge for any changes made to a membership on a month to month basis.

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.

Member signature: _____

Covid-19:

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Rising Tide Fitness(RTF) has put in place preventative measures to reduce the spread of COVID-19; however, RTF cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending Rising Tide Fitness could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending RTF and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Rising Tide Fitness may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Rising Tide Fitness employees, program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at Rising Tide Fitness. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Rising Tide Fitness its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the gym, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Rising Tide Fitness program.

Signature _____

Print Name _____

At Rising Tide Fitness, we are taking the following precautions to try and keep surfaces and spaces clean, disinfected, and sanitized:

- All coaches and members are to wash hands or use hand sanitizer upon arrival.
- Once equipment has been gathered, the equipment stays with the member until the end of class when cleaning happens.
- After workout/exercise is complete, gym members wash their hands or use hand sanitizer again.
- With clean hands, members are given a rag that has been dipped into a sanitizing solution in which they use to wipe down all of their equipment.
- Coaches are to spray the mats with a disinfectant solution.
- All other high traffic areas are being cleaned and disinfected on a regular cleaning schedule.