

AGREEMENT AND RELEASE OF LIABILITY

1. In advance of being allowed to participate in the activities and programs of Mary's Health and Fitness and/or Mary's Training Center and to use its programs and equipment, in addition to the payment of any fee or charge, I do hereby waive, release and forever discharge Mary's Health and Fitness and/or Mary's Training Center and its employees, representatives, affiliates, and all others from any and all responsibilities or liability for injuries or damages resulting from my participations in any activities or my use of equipment in the above mentioned. I do also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising, out of or connected with my participation in any activities of Mary's Health and Fitness and/or Mary's Training Center.

2. I recognize that the program may involve strenuous physical activity including, but not limited to, muscle strength, endurance training, cardiovascular conditioning and other various fitness activities. I also understand that these activities are potentially hazardous and involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

3. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities and programs of Mary's Health and Fitness and/or Mary's Training Center. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I acknowledge that I have either had a physical examination and have been given any physician's permission to participate, or that I have decided to participate in activity and/or use of equipment without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment in my activities.

4. I acknowledge that the undersigned has been told if they feel tired, feel pain, or feel out of the ordinary in any way either related to the training or otherwise that the undersigned should contact a physician at once.

5. I acknowledge that my picture could be taken and used in promotional advertisement and I will not receive compensation for the use of my picture.

6. I acknowledge once payment is made for any service, including but not limited to training sessions, classes, memberships, rental of facilities, or special programs, no refunds will be provided. This applies to: Prepaid sessions or packages, Membership fees, Rental bookings (e.g., batting cages, turf rentals), Specialized programs and services (e.g., Sportsmetrics, HydroWorx), Collaborations with third-party service providers (e.g., meal plans with Clean Plate Nutrition).

If a client wishes to cancel or reschedule a booked service, they must notify us within the stipulated time frame. Failure to do so will result in forfeiture of the session or service without a refund. Personal Training and Private Sessions: 24-hour advance notice is required for rescheduling. No-shows or cancellations made with less than 24-hour notice will be charged in full.

In the rare event that we must cancel a session or service, we will either reschedule or provide a credit toward a future service. Refunds will not be issued. Special Circumstances Exceptions to the No Refund Policy may be considered under extraordinary situations, such as medical emergencies or relocation. In such cases, supporting documentation may be required, and any granted exception will be at the sole discretion of management.

Mary's Health and Fitness and Mary's Training Center reserves the right to modify, amend, or update this Policy at any time.

7. I am 18 years of age or older, OR, I am the parent/guardian signing for the youth being registered. You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability and assumption of risk. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against Mary's Health and Fitness and/or Mary's Training Center.

You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Signature of Client or Parent if a Minor

Date

Print Name (If Minor, Print Name of Parent and Minor)

Phone Number

Email Address

Mary's Health & Fitness
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