



CORPORATE ENROLLMENT FORM

LOCATION: _____

O2 REP: _____

SOURCE: _____

EMPLOYEE INFORMATION

EMPLOYEE NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

BIRTH DATE: _____ HOME PHONE: _____ CELL PHONE: _____

EMAIL: _____

ARE YOU A CURRENT O2 MEMBER? YES NO

IF YES, PLEASE INCLUDE YOUR O2 KEY TAG #: _____

Eligibility of an existing O2 Fitness/ESAC member is based upon status of contract—must be on a month to month basis or have completed the initial obligation period.

Please complete each box as all information is required. Please put n/a if you do not have a home phone.

DEPENDENT INFORMATION

DEPENDENT NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

BIRTH DATE: _____ HOME PHONE: _____ CELL PHONE: _____

EMAIL: _____

ARE YOU A CURRENT O2 MEMBER? YES NO

IF YES, PLEASE INCLUDE YOUR O2 KEY TAG #: _____

Eligibility of an existing O2 Fitness/ESAC member is based upon status of contract—must be on a month to month basis or have completed the initial obligation period.

Please complete each box as all information is required. Please put n/a if you do not have a home phone.

Legal Guardian: Any Member who is under the age of 18 must have a parent or "Legal Guardian" co-sign this Agreement. Legal Guardian shall be jointly and severally liable for any and all obligations of such Member here under and shall be bound by all terms and conditions of the Agreement. Please ask club for limitations in membership by age.

NAME OF LEGAL GUARDIAN: _____

GUARDIAN SIGNATURE: _____

ADDRESS: _____

MEMBERSHIP TYPE: _____ COMPANY AFFILIATION: _____

By signing this agreement, I acknowledge that I have read and agree to the terms outlined on the front and back of this Membership Agreement with O2 Fitness and shall be bound by all terms and conditions of this Agreement.

MEMBER SIGNATURE: _____ DATE: _____

O2 FITNESS REPRESENTATIVE: Angier Tiernan



WAIVER & RELEASE OF LIABILITY

*** Disclaimer:** O2 Fitness Clubs (or any related entity, including but not limited to Brennan Fitness, LLC; O2 Fitness Seaboard, LLC; Falls Fitness, LLC; O2X FIT, LLC; EMH Ventures, INC; O2 Fitness-Fuquay, LLC; Falconbridge Fitness, LLC; Olander Fitness, LLC; O2 Fitness- Chatham LLC, Towerview Fitness, LLC; O2 Fitness Wilmington LLC), is not responsible for any injury (or loss of property) suffered while participating in any club activities (including supervised training, personal training and all group fitness classes), using equipment, or on club premises, for any reason whatsoever resulting from the ordinary negligence on the part of O2 Fitness, its agents or employees.

*** Waiver:** In consideration of being permitted to use, today and on all future dates, the property, facilities, and services of O2 Fitness, I, on behalf of myself, my family, my heirs, personal representatives, and my assigns, do hereby release, waive, discharge, and covenant not to sue O2 Fitness, its directors, officers, employees, volunteers, independent contractors, and agents from liability from any and all claims arising from the ordinary negligence of O2 Fitness or any of the aforementioned parties. This agreement pertains to: 1) personal injury (including death) from accidents or illnesses arising from participation in O2 Fitness activities including, but not limited to, organized activities, classes all personal training services, observation, and individual use of the facilities, premises, or equipment 2) any and all claims relating to the damage, loss or theft of personal items or property.

*** Assumption of Risk:** I acknowledge that I know, understand, and am respectful of the inherent risks associated with exercise and am especially aware of those risks that are prevalent when utilizing health club facilities and equipment and also in participating in all forms of health club activities. At O2 Fitness these activities may include (but are not limited to) strength/functional training on the exercise floor, "the Oxygen Express" strength/cardiovascular workout, group exercise classes such as Pilates or kickboxing, and any of the many forms of cardiovascular training offered such as walking, running, elliptical training and cycling. Some of these activities can involve quick movements involving changes of speed and direction, some involve strenuous exertions of strength utilizing various muscle groups, and others involve sustained physical activity that places stress on the cardiovascular system. I clearly understand that these risks from physical activity range from minor cuts and scrapes, to muscular strains, sprains and tears to the even more significant injuries such as broken bones, eye injury or loss, concussions, paralysis, heart attacks and even death. These physical injuries can be bone/joint related, muscle related, or related to the cardiovascular and/or respiratory system. I have read the aforementioned sentences on the risks of exercise and I understand the nature of the activities at O2 Fitness. I know the physical demands of those activities relative to my physical condition and skill level, and I appreciate the types of injuries which may occur as a result of the activities I choose to take part in at Club-O2. By the execution of this agreement, I fully assume responsibility in relation to the inherent risks associated with health club use and assert that I am voluntarily participating in such activities.

*** Indemnification and hold Harmless:** I further agree to indemnify and save and hold harmless O2 Fitness and others listed for any and all claims resulting from my own negligence, conduct or participation and to reimburse them for any expense incurred as a result of my involvement at O2 Fitness. Furthermore, I agree to cover all court costs and legal fees incurred by O2 Fitness in the investigation and defense of a claim or suit if my claim is dismissed, withdrawn, or a court or arbitrator determines that O2 Fitness is not responsible for the injury, loss or damage.

*** Severability and Venue:** The undersigned also expressly agrees that the foregoing waiver/release of liability agreement is intended to be as broad and inclusive as the State of North Carolina's laws permit and if that portion thereof is held invalid, it is agreed that the balance of the agreement shall, notwithstanding, continue in full legal force and effect. The undersigned consents to Wake County, North Carolina as the exclusive venue for any action or legal proceeding.

◊ **Acknowledgement and Understanding:** I acknowledge that I am of legal age and am freely signing this agreement. I acknowledge that I have carefully read this Waiver and Release and fully understand that is a release of liability. By signing below, I am hereby stating my adherence to this agreement and am waiving any right that I may have to bring a legal action to assert a claim against O2 Fitness its directors, officers, employee, volunteers, independent contractors, related entities and agents for any negligence.

PRINTED NAME: _____ DATE: _____

EMAIL: _____ PHONE NUMBER: _____

EMPLOYEE SIGNATURE: _____ DATE: _____