

# CLIENT INFORMATION AND SERVICES AGREEMENT

Thank you for your interest in the programs (“**Programs**”) offered by Run GG, LLC, an Idaho limited liability company dba Boise Billies (as “**Boise Billies**”)! Please read and complete all blanks on this form.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Birthdate: \_\_\_\_/\_\_\_\_/\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Do you now or have you previously experienced pain or an injury to any of the following? (circle all that apply)

Head	Neck	Shoulder	Upper /Middle Back	Lower Back	
Ribs	Abdomen	Hips/Pelvis	Knee	Ankle/Foot	Legs

Tell me more about your injuries:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What specific health or fitness goals do you hope to achieve from the Programs:

\_\_\_\_\_  
\_\_\_\_\_

Please initial the following statements:

1.1. I am physically capable of participating in a strength, flexibility, and aerobic training exercise program. \_\_\_\_\_

1.2. I have either (i) had a physical examination and been given a physician’s permission to participate in the Programs; or (ii) decided to participate in the Programs without the approval of a physician and I assume responsibility for my participation. \_\_\_\_\_

1.3. I confirm that I have and will keep the Boise Betties fully informed of any existing or physical condition or disability which would prevent or limit my participation in the Programs. I will keep the Boise Betties informed of any physical condition or disability arising from my participation in the Programs. The Boise Betties may, at Boise Betties’ sole discretion, terminate or suspend my participation in any Program at any time because of any health condition. \_\_\_\_\_

1.4. If any fitness assessment or similar testing is performed by the Boise Betties, it is solely for the purpose of providing comparative data with which I can track my progress in the Programs and is not for diagnostic purposes. \_\_\_\_\_

**Payment Policy:**

You agree to pay the following amounts in advance of your participation in the Programs:

- \_\_\_\_\_ Annual Membership Fee of \$75 per year
- \_\_\_\_\_ Monthly Training Fee of \$60 per month
- \_\_\_\_\_ Six Week Training Punch Card Fee of \$120 per six-weeks
- \_\_\_\_\_ Private Coaching at \$50 per hour  
\*billable on the 15th & 30th of the month

All of the foregoing fees are **non-refundable**. The Monthly Training Fee is due in advance by the first of the month. Any balances which are more than 7 days past due are subject to a \$25.00 service fee. The Boise Betties is entitled to a \$30.00 service fee for any check or draft which is not honored. In addition, the Boise Betties is entitled to recover from you any collection fees, court costs, and reasonable attorney's fees. Boise Betties may terminate your membership or participation in the Programs for non-payment of any fees.

**Cancellation Policy:** The Boise Betties requests that you provide at least twenty-four hours' advance notice in the event that you will be unable to participate in any previously scheduled Program, otherwise you will be charged for the session.

**No Warranties:** You agree that there are no express or implied warranties or representations made by the Boise Betties as to the results or outcomes of my participation in the Programs. Boise Betties expressly notes that results from the Programs will differ for clients based upon various factors and no guaranties of results are possible.

**I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND AGREE WITH THIS CLIENT INFORMATION AND SERVICES AGREEMENT.**

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

**PARENT/LEGAL GUARDIAN CONSENT:** I represent that I am the parent or legal guardian of \_\_\_\_\_ (the "**Minor**") and hereby consent to the Minor participating in the Programs under terms of this Agreement.

Print Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

# WAIVER, RELEASE, AND CONSENT

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING

In consideration of my participation in the programs ("**Programs**") offered by Run GG, LLC, an Idaho limited liability company dba Boise Billies (together with its members, owners, employees, volunteers, and agents, collectively referred to hereafter as "**Boise Billies**"), I \_\_\_\_\_ (**clearly print your full name**), agree ("**Agreement**") as follows:

## **Risks to my Health**

I represent that I am in physically sound condition. I acknowledge the inherent risks associated with participation in group exercise, running, weight training, recreational sports and the use of exercise equipment. I acknowledge that these risks can lead to serious physical illness or injury, including without limitation strains, breaks, tears, fractures, exercise induced anaphylaxis, other allergic reactions, or death. I understand that accidents may happen that may affect my health or the health of other participants in the Programs. I am fully informed of the potential risks associated with running and participating in the Programs, and I voluntarily assume all of these risks. I understand that the Boise Betties assumes no responsibility for any illness or injury arising from my participation in the Programs.

## **Release of Liability and Covenant not to Sue**

I, for myself and my heirs, executors, personal representatives, devisees, and assigns, hereby fully release, forever discharge, and covenant not to sue the Boise Betties from any rights, causes of action, damages, losses, claims, costs, expenses, attorneys' fees, injuries and liabilities of whatever character, in law or in equity, known or unknown, arising directly or indirectly out of this agreement or connected in any way with my participation in the Programs, regardless of location (collectively, "**Claims**"). In addition, I hereby covenant not to sue the Boise Betties with respect to any Claim. I understand that this release and covenant not to sue includes without limitation any claims for acts or failures to act, negligence, gross negligence, recklessness, or personal property lost, damaged, or stolen while participating in the Programs.

Initial \_\_\_\_\_

## **Indemnification**

I, for myself and my heirs, executors, personal representatives, devisees, and assigns, further agree to indemnify and defend the Boise Betties against all direct and third-party claims, losses, damages, actions, costs, or expenses, including but not limited to attorneys' fees, arising directly or indirectly from my participation in the Programs.

Initial \_\_\_\_\_

## **Photograph and Video Permission**

I hereby agree that the Boise Betties may photograph, film or record me during my participation in the Programs, and use the resulting images or recordings for commercial purposes, including without limitation in advertising or social media campaigns, without the need to seek additional consent from me. I hereby waive any right to seek compensation from the Boise Betties for the use of my likeness. The Boise Betties need not reference my name to use the images or recordings of me.

## **Medical Treatment**

I give permission to the Boise Betties to provide emergency medical treatment, and to transport me to an emergency center for treatment. I also consent to any medical treatment deemed immediately necessary or advisable by a physician. I acknowledge that persons providing the Programs are not medical professionals and are without expertise to diagnose medical conditions or impairments.

## **Insurance**

I understand that the Boise Betties does not provide any accident or health insurance for me and that I am responsible for obtaining accident, health, or liability coverage sufficient to cover any illness, injury, or property damage related to my participation in the Programs.

## **Boise Betties Policies and Materials**

I agree to abide by all policies and procedures of the Boise Betties and the USA Track & Field Athlete Code of Conduct, which is available at <http://www.usatf.org/About/Privacy---Other-Policies/Athlete-Code-of-Conduct>

Conduct.aspx. I acknowledge that the materials and coaching that I receive in my participation in the Programs are the protected intellectual property of the Boise Betties, which I may use for my personal benefit only. I agree that I will not use such information for any commercial purpose. I understand that failure to act in accordance with this Agreement may result in my expulsion from participation in any Program.

This Agreement constitutes the entire agreement concerning my participation in the Programs and supersedes all prior agreements regarding the same. This Agreement is governed by the laws of the State of Idaho without giving effect to conflicts of laws principles. I agree to submit to the jurisdiction and venue of the federal and state courts located in Ada County, Idaho in any action or proceeding related to this Agreement. If any provision of this Agreement is found unenforceable, the unenforceability will not affect any other provision of this Agreement.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I FURTHER ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT VOLUNTARILY, AND THAT I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY.**

Print Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

**PARENT/LEGAL GUARDIAN CONSENT:** I represent that I am the parent or legal guardian of \_\_\_\_\_ (the "**Minor**") and hereby consent to the Minor participating in the Programs under terms of this Agreement. Through my signature, I agree that my consent on behalf of the Minor shall likewise bind me, my heirs, executors, personal representatives, devisees, and assigns. By my signature below, I acknowledge that I have fully read and understood the terms of this Agreement; that I am giving up substantial rights, including my right to sue on behalf of the Minor; and intend my signature to be a complete and unconditional release of liability.

Print Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Signature of Parent/Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_