



is registered with the State of Florida as a Health Studio Facility
Registration Number #HS8690

959 SE Central Pkwy

Stuart, FL 34994

Tim Peterman, CFT, CFN 772-631-8092

Big Dawg Fitness Training. must have a fully completed and signed original of this 3 page registration form prior to allowing the athlete to participate.

Legal Name of Participant:

Last _____ First _____ Middle _____

Address _____

City _____ State _____ Zip code _____

Home Phone: _____ Cell Phone _____

Birth date _____ Gender: _____ Male _____ Female

Email address _____

Physical Restrictions: Yes No _____ (Please list)

Parent/Guardian information (if participant is under 18 years old)

Name of Parent/Guardian _____

Address _____

City _____ State _____ Zip _____

Relationship to athlete _____ Telephone No: _____

Emergency Contact Information (if the parent/guardian can not be reached):

Name _____

Relationship to Athlete _____

Home phone _____ Cell phone _____

How did you hear about Big Dawg? _____



Participant's Name (please print) _____

**All Fitness fees are for no more than 30 days
and must be used within 30 days**
Please choose which group you agree to participate in

| | | | |
|---------------------------------|-------------|-------------------------------------|------------|
| <u>Group Rates/Month</u> | | <u>Private Rates/Session</u> | |
| Individuals | \$120 _____ | Individuals | \$60 _____ |
| Family/Couples | \$180 _____ | Family/Couples | \$90 _____ |
| Punch Card | \$150 _____ | | |
| Daily Rate | \$15 _____ | | |

Special Team Event Daily Rate
 TBD _____

Participant Permission / Release of Waiver of Liability

NOTICE: This form contains a release and waiver of liability and when signed is a contract with legal consequences. Please read it carefully before signing your name.

1. PERMISSION TO PARTICIPATE - I, the participant and/or parent/guardian of the above-named participant hereby acknowledge that I and/or my child is in good general health and I give my approval for myself and/or my child to participate in any and all Big Dawg Fitness Training activities.

2. INTENT TO INFORM - I acknowledge that I am fully aware of the potential dangers of participation in any physical training program and I fully understand that participation in such a program may result in SERIOUS INJURIES, PARALYSIS, PERMANENT DISABILITY AND/OR DEATH. Furthermore, I fully acknowledge and understand that protective equipment does not prevent all participant injuries, and therefore I do hereby knowingly, freely, and voluntarily assume all risk and liability for any damage or injury that may occur as a result of my and/or my dependent(s)'s participation in the activity and agree to **release, waive, discharge, and covenant not to sue Big Dawg II Fitness Training, Inc.**, it's officers, agents, employees, organizers, sponsors, supervisors and volunteers from any and all liability or claims that may be sustained by me or a third party directly or indirectly in connection with, or arising out of my and/or my dependent(s)'s participation in the activity, whether caused in whole or in part by the negligence of Big Dawg Fitness II Training, Inc. or otherwise.

3. EMERGENCY MEDICAL AUTHORIZATION - I hereby grant my permission for any and all emergency medical/dental treatment and/or first aid to be administered to myself or my child/participant, including authorizing any medical treatment facility/hospital to administer emergency treatment, for any illness/injury/accident resulting from participation in any and all Big Dawg II Fitness Training, Inc. activities.

4. CODE OF CONDUCT - In order to uphold the goals of Big Dawg II Fitness Training, Inc. to ensure that all participants have the benefit of a safe and fun learning environment, all participants and guests of participants of any Big Dawg Fitness Training program must behave accordingly in a respectful, courteous and sportsmanlike manner at all times. Any person who is using alcohol, tobacco or non-prescription drugs and/or appears intoxicated at a Big Dawg Fitness Training event, and/or who is flagrantly rude, attempts to intimidate, verbally abuse, heckles, taunts, ridicules, throws objects, uses vulgarity or profane language/gestures, and/or physically assaults or threatens grave bodily harm to a trainer, coach, volunteer, staff member, participant or other event attendee will be asked to leave the Big Dawg Fitness Training session.

5. MEDIA CONSENT - I, Consent to having my and/or my child's picture and or video taken during training sessions and allowing them on Big Dawg Fitness Training's website.

By my signature below, I hereby stipulate that I have read, fully understand and voluntarily agree to all of the above.

Signature of Participant or Parent/Guardian _____

Today's Date _____



Participant's Name (please print) _____

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CONSUMER PROTECTION CLAUSE

- A. This contract provides for the penalty-free cancellation of the contract within 3 days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to Big Dawg Fitness Training, and refund upon such notice of all monies paid under the contract, except that Big Dawg Fitness Training may retain an amount computed by dividing the number of occasions Big Dawg Fitness Training services are to be rendered into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract or, if appropriate, by the number of occasions that Big Dawg Fitness Training services have been rendered. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation made within the 3-day provision.
- B. This contract provides for the cancellation and refund of the contract if the contracting business location of Big Dawg Fitness Training goes out of business.
- C. This contract provides for the cancellation and refund of the contract if the contracting business location of Big Dawg Fitness Training moves its facilities more than five (5) driving miles from the business location designated in such contract and fails to provide, within thirty (30) days, a facility of equal quality located within five (5) driving miles of the business location designated in such contract at no additional cost to the buyer.
- D. This contract provides that notice of intent to cancel by the buyer shall be given in writing to Big Dawg Fitness Training. Such a notice of cancellation from the consumer shall also terminate automatically the consumer's obligation to any entity to whom Big Dawg Fitness Training has subrogated or assigned the consumer's contract. If Big Dawg Fitness Training wishes to enforce such contract after receipt of such showing, it may request the Florida Department of Agriculture and Consumer Services to determine the sufficiency of the showing.
- E. This contract provides that if the Florida Department of Agriculture and Consumer Services determines that a refund is due the buyer, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The business location of Big Dawg Fitness Training shall not be deemed out of business when temporarily closed for repair and renovation of the premises:
 - 1. Upon sale, for not more than fourteen (14) consecutive days; or
 - During ownership, for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year.
- F. This disclosure statement is advising the buyer to contact the Florida Department of Agriculture and Consumer Services for information within sixty (60) days should Big Dawg Fitness Training go out of business.
- G. This contract provides for the cancellation of the contract if the buyer dies or becomes physically unable to avail himself or herself of a substantial portion of those services which the buyer used from the commencement of the contract until the time of disability, with refund of funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks remaining in the contract term. This contract may require a buyer or the buyer's estate seeking relief under this paragraph to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the contract by the buyer shall be established if the buyer furnishes to Big Dawg Fitness Training a certification of such disability by a physician licensed under Chapter 458, 459, 460, or Chapter 461 provided the diagnosis or treatment is within the physician's scope of practice.
- H. This initial contract will not be for a period in excess of thirty (30) days. Renewal contracts may not be executed and the fee therefore paid until the preceding contract expires.
- I. This contract provides that if Big Dawg Fitness Training requires a buyer to furnish identification upon entry to the facility and as a condition of using the services of Big Dawg Fitness Training, Big Dawg Fitness Training shall provide the buyer with the means of such identification.
- J. SHOULD YOU (THE BUYER) CHOOSE TO PAY FOR MORE THAN 1 MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT BIG DAWG FITNESS TRAINING AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. BIG DAWG FITNESS TRAINING IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.

By my signature below, I hereby stipulate that I have read, fully understand and voluntarily agree to all of the above.

Signature of Participant or Parent/Guardian _____

Today's Date _____