



Elliott's Uptown Fitness Center  
 221 First Street N.E  
 Mount Vernon, IA 52314  
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 elliottsuptownfitness@gmail.com  
 www.elliottsfitness.com  
 Kelly May, Manager

September 2018

**WELCOME TO ELLIOTT'S UPTOWN FITNESS CENTER**

**Registration for Six Weeks of Evening Yoga**

Class begins **Tuesday, September 18** and ends **Tuesday, October 23, 2018** at 6:30 – 7:30 pm in Studio A at the First Street Community Center.

Registration for one class per week.....\$60.00

Drop – In fee \$12.00 per class

**Assumption of Risk**

The use of the facilities and exercise classes at Elliott's Uptown Fitness Center (Elliott's) naturally involves the risks of injury to you, whether you or someone else caused it. As such, you understand and voluntarily accept this risk and agree that Elliott's will not be liable of any injury, including without limitation, personal, bodily or mental injury, economic loss or any damage to you, your spouse, unborn child or relatives resulting from negligence or other acts of Elliott's or anyone else using the facilities. If there is any claim by anyone based on any injury, loss, or damage described here, which involves you, you agree to (1) defend Elliott's against such claims and pay Elliott's for all expenses relating to the claim and (2) indemnify Elliott's for all liabilities to you, your spouse, unborn child or relatives or anyone else resulting from such claims. Further you represent that you are in good physical condition and have no medical reason, impairment, or disability that might prevent you from using all Elliott's facilities. As such, you acknowledge that Elliott's did not give you medical advice before you joined, and cannot give you any after you join related to your physical condition and ability to use the facilities. If you have any health or medical concerns now or after you join, discuss them with your doctor before using the facilities. If there is any dispute over \$250 between you and Elliott's, both parties agree to submit it to binding arbitration under the rules of and before the American Arbitration Association. The dispute covers any aspect related to your workouts or this Agreement, which includes, without limitation, financial obligations, facilities, representations, property damage, and injuries. Arbitration means that neither you nor Elliott's can sue each other in court over such disputes. You both agree to have a neutral arbitrator decide it, not a jury or judge.

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ E-Mail: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_