



PONO FIT CO. Membership Packet

Welcome to Pono Fit Co.

We extend a warm welcome to you as you consider joining the Pono Fit Co. community. Our primary objective is to cultivate an empowering, supportive, and inclusive environment conducive to achieving your health and fitness objectives. We firmly believe in the efficacy of physical movement, the strength derived from community engagement, and the profound benefits of a balanced, healthy lifestyle. At Pono Fit Co., fitness is perceived not merely as physical exertion but as a cornerstone of holistic well-being.

1. Disclaimer

Important Notice: Prioritizing Your Health and Safety

By engaging in any activities at Pono Fit Co., including but not limited to the utilization of gym equipment, participation in special events, or engagement in personal training sessions, you explicitly acknowledge, comprehend, and assent to the following stipulations:

Pono Fit Co. is committed to maintaining a safe, hygienic, and effective fitness environment for all members. However, it is imperative to recognize that physical activity, particularly strenuous exercise, inherently carries certain risks. These risks may include, but are not limited to, muscular strains, minor falls, cardiovascular events, or heat-related conditions. While diligent efforts are made to mitigate such risks, their complete elimination cannot be guaranteed.

Therefore, it is strongly advised that you consult with a qualified physician or another appropriate healthcare professional prior to initiating any new exercise regimen, significantly altering your current routine, or increasing the intensity of your physical activity. This consultation is particularly crucial if you possess pre-existing medical conditions, chronic injuries, or any other health concerns that might be impacted by physical exertion.

Information, advice, or guidance provided by Pono Fit Co. staff, certified trainers, or within our materials is intended solely for general informational and educational purposes. It does not constitute, nor should it be interpreted as, medical advice, diagnosis, or treatment. It remains your personal responsibility to continuously monitor your physical condition and to immediately cease any activity that induces pain, discomfort, or excessive fatigue.

Pono Fit Co. reserves the right to decline membership or services at its sole discretion, particularly if a significant health risk or a violation of facility regulations is perceived.

Furthermore, Pono Fit Co. retains the right to modify its rules, regulations, services, or pricing structures at any time, with appropriate prior notification to its members.

2. Liability Waiver & Assumption of Risk

CAREFUL REVIEW OF THIS DOCUMENT IS REQUIRED PRIOR TO SIGNATURE. YOUR SIGNATURE INDICATES FULL COMPREHENSION AND ACCEPTANCE OF THESE TERMS.

In consideration of being granted access to and permission to utilize the facilities, equipment, and to participate in the various activities and services provided by Pono Fit Co. (hereinafter referred to as the "Gym"), I, the undersigned participant, hereby formally acknowledge, fully comprehend, and expressly agree to the following comprehensive terms and conditions:

1. **Assumption of Risk:** I understand and acknowledge that participation in physical exercise, fitness activities, and the use of Gym facilities, equipment, and services involves inherent risks of injury, illness, and in rare instances, even mortality. These risks include, but are not limited to, muscular strains, ligament sprains, accidental falls, cardiovascular incidents, and heat-related conditions. I voluntarily and knowingly assume all such risks, whether currently known or unknown, foreseen or unforeseen, that may arise from my presence at or utilization of the Gym's facilities and services, irrespective of the specific cause.
2. **Health Representation:** I affirm that I am in good physical condition and possess no medical condition, impairment, or disability that would preclude my safe engagement in physical exercise or that would be detrimental to my health through participation in the Gym's activities. I further agree to consult with a healthcare professional before commencing any new or strenuous exercise program if I have any existing health concerns or have experienced recent injuries.
3. **Waiver and Release:** For myself, my heirs, executors, administrators, and assigns, I hereby irrevocably release, forever waive, absolutely discharge, and covenant not to sue Pono Fit Co., its owners, officers, directors, employees, agents, volunteers, independent contractors, and all affiliated entities (collectively referred to as the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, whether in law or equity, arising out of or related to any loss, damage, or injury, including serious bodily harm, illness, or death, that may be sustained by me, or to any property belonging to me. This release applies to any such loss, damage, or injury incurred while participating in any activity, utilizing any equipment, or being present on the Gym's premises, regardless of whether such loss, damage, or injury is caused by the negligence (whether active or passive) of the Released Parties or otherwise.

4. **Indemnification:** I further agree to indemnify, defend, and hold harmless the Released Parties from and against any and all losses, liabilities, damages, costs, and expenses, including reasonable attorney's fees, that they may incur as a direct or indirect result of my participation in the Gym's activities, whether such losses are caused by my own negligence, recklessness, or otherwise.
5. **Medical Treatment Consent:** In the event of an injury, accident, or sudden illness occurring during my participation in the Gym's activities, I hereby grant my express consent to receive any medical treatment, including emergency medical care, deemed advisable or necessary by medical personnel or Pono Fit Co. staff.
6. **Severability:** I agree that if any portion or provision of this Liability Waiver and Assumption of Risk is determined by a court of competent jurisdiction to be invalid, unenforceable, or void, the remaining provisions of this Waiver shall nevertheless remain in full force and effect and shall be interpreted to the maximum extent permitted by law.
7. **Governing Law:** This Waiver shall be governed by and construed in accordance with the laws of the State of Hawaii, without regard to its conflict of laws principles.

I affirm that I have thoroughly read and fully comprehend this entire Liability Waiver and Assumption of Risk document, and that I understand I am relinquishing substantial legal rights, including the right to pursue legal action. I attest that I am signing this agreement freely, voluntarily, and without coercion or duress, and I intend my signature to represent a complete and unconditional release of all liability to the greatest extent permissible by applicable law.

Member Name (Printed):

Member Signature:

Date: ____/____/____

For Members under 18, Parent/Guardian Signature Required:

Parent/Guardian Name (Printed):

Parent/Guardian Signature:
