

FITNESS CENTER APPLICATION

Member Information:

Legal Name: _____ Male/Female: _____ DOB: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Email: _____
Emergency Contact: _____ Relationship: _____ Phone: _____

Membership Agreement

I, _____, acknowledge that I have received a copy of the Terms and Conditions of the selected Program and agree that my family members and I, and any guests, will abide by the Terms and Conditions and any policies, procedures, or regulations that may be posted at the Facility from time to time. I am voluntarily participating in the Program. As a condition of participation, I represent and warrant that I am in good physical condition and I am able to utilize the Facility's equipment and facilities. I understand that all exercise and use of the facilities will be undertaken by me at my sole risk.

Pre-Activity Screening Questions:

	<u>Yes</u>	<u>No</u>
1. Has your doctor ever said that you have a heart condition <u>and</u> that you should only do physical activity recommended by a doctor?	___	___
2. Do you feel pain in your chest when you do physical activity?	___	___
3. In the past month, have you had chest pain when you were <u>not</u> doing physical activity?	___	___
4. Do you lose your balance because of dizziness or do you ever lose consciousness?	___	___
5. Do you have a bone or joint problem (for example: back, knee or hip) that could be made worse by a change in your physical activity?	___	___
6. Is your doctor currently prescribing drugs (i.e. water pills) for your blood pressure or heart condition?	___	___
7. Do you know of any other reason why you should <u>not</u> engage in physical activity?	___	___

If you answered YES to any of the screening questions you are at a heightened risk for potential injury (or even death) and we recommend that you speak with your physician before exercising. If you choose to begin immediately, physical activity and the use of the facilities are undertaken by you at your own sole risk. Please initial below to acknowledge that you have read, understood and completed this questionnaire, that any questions you had were answered to your full satisfaction, that it was recommended you consult a physician before beginning physical activity, and that you are using the facility at your own sole risk.

Initials: _____ Date: _____

Unsupervised Use of Facility

I acknowledge that I may use the Facility outside of the supervised Program sessions. As a condition of use, I represent and warrant that I am physically and mentally fit to exercise without supervision and I am capable of engaging in exercise

activities and use of any Facility equipment. I acknowledge that this Program is generally designed for persons with the applicable physical condition. I have also been advised that my specific condition may not allow me to safely participate in all activities. Accordingly, I voluntarily assume any and all risk of injury or damages to myself in connection with the unsupervised exercise activities I choose. I agree to abide by the exercise guidelines that the Facility staff reviewed with me when I choose to exercise at the Facility outside of my supervised program sessions, and I understand that such exercise and use of the facilities will be undertaken by me at my sole risk. I understand that outside of my supervised Program sessions, I must abide by all requirements and responsibilities under the Personal Assistant Policy.

I have been advised to consult my physician prior to starting the Program. If I choose to engage in fitness activities outside of my supervised Program, all physical activity and use of the facilities are undertaken by me at my own risk. I acknowledge that it was recommended to consult a physician before beginning physical activity, and that I am using the facility at my own risk.

Initials: _____ Date: _____

Personal Assistance Policy [ALL MEMBERS MUST COMPLETE]

I understand that the Facility staff is not responsible for physically assisting me into or out of my vehicle, on to or off of any equipment, or from one piece of equipment to another. I also understand that the Facility staff is not responsible for monitoring or supervising me during any exercise or fitness activities, including my use of any of the equipment, at the Facility. I understand and agree that it is my responsibility to determine whether I am capable of using the Facility safely, with or without assistance. This includes, but is not limited to, moving around the Facility, setting up equipment, entering and exiting exercise equipment, and using the locker room and pool unassisted. I will consult my physician if I need help determining what is safe for me. I am responsible for ensuring that I have any assistance that I may require, and that I will refrain from activity that is not safe for me. To ensure that I have the assistance to exercise safely, I may bring someone to assist me without charge, so long as they abide by and sign the Personal Assistant Requirements and Responsibilities Policy, or I may engage in personal training services during normal business hours for an additional fee. By using the Facility without personal assistance, I am affirming that I am able to independently use the Facility safely. Notwithstanding the above, Facility staff reserves the right to require me to stop any activity at any time.

Initials: _____ Date: _____

Waiver of Liability [ALL MEMBERS MUST COMPLETE]

UNDER THE FOLLOWING PROVISION THE PARTICIPANT SIGNING BELOW IS RELEASING CERTAIN LEGAL RIGHTS. PLEASE READ THIS LANGUAGE CAREFULLY.

Any exercise, fitness, therapy, or rehabilitation program, or the use of the Facility, its programs, and services has an inherent risk of personal injury or property damage. This may include, without limitation, damages or injuries that may result from:

- (a) Exercise or exercise-induced illness or injuries, including but not limited to heart attack, stroke, heart stress, sprains, broken bones, and muscle, joint, ligament, back, and neck injuries. Such injuries may arise from participation in supervised or unsupervised activities or programs within or outside of the Facility, to the extent sponsored or endorsed by the Facility. Further, such injuries may occur when an exercise is properly or improperly performed.
- (b) Injuries that arise from my failure to seek prior physician consult, evaluation, and approval to engage in a program;
- (c) Slips, falls, and other accidental injuries sustained on or as a result of the use of the Facility's facilities, such as locker rooms, salons, child-care centers, steam rooms, whirlpool, sauna, showers, and dressing rooms, equipment such as machines, fixtures, weights, treadmills, bikes, and exercise bands, Facility grounds, or service problems or malfunctions;
- (d) Injuries sustained as a result of the acts or omissions of myself or other Facility participants; or
- (e) Damages to or loss or theft of my automobile or its contents, contents stored in lockers, or any other personal property I bring to the Facility.

The Facility will not be responsible for these or any other injuries or damages I may sustain in connection with my use of the Facility or my participation in the services and programs offered there. As a condition of such use and participation, I agree that use of the Facility will be undertaken by me at my sole risk and responsibility, and without any liability to me on the part of the Facility, its owners, parent, subsidiary, or affiliate organizations, or their respective employees, instructors, managers, agent, officers, or directors

(collectively the "Facility representatives"). I accept full responsibility for my use, as well as the use by any other person under my membership, of any and all equipment and fixtures as well as any programs and activities provided by Facility. I, on behalf of myself and my executors, administrators, heirs, representatives, assigns, and successors do hereby expressly forever release, hold harmless and discharge the Facility and all Facility representatives from all direct or indirect injuries (including death), damages, expenses, costs, claims, demands, liabilities, or legal or equitable actions or causes of actions of any kind, that result from my use or the use by any other person under my membership of the Facility, its facilities, equipment, grounds, supplies, amenities, and services or any transportation provided, including, without limitation, any acts of active or passive negligence on the part of the Facility or any Facility representatives, or the active or passive negligence or intentional misconduct of other participants at the Facility. I agree that this release and waiver of liability covers activities and injuries, as described herein, that may result from supervised or unsupervised activities. I hereby further agree to indemnify and hold harmless OhioHealth and the Facility representatives from any and all such Claims.

I acknowledge that I have fully read and reviewed the foregoing document, that I fully understand its contents, and that all questions about this document, if any, have been answered.

Name (Print)

Signature and Date

Parent/Guardian (Print)
(If applicant is a minor)

Signature and Date

OhioHealth Associate Waiver [OHIOHEALTH ASSOCIATES ONLY]

By signing below, I declare that I am a voluntary participant in OhioHealth's off duty sponsored recreation or fitness activity and that participation in this activity is outside the scope of my employment. I waive and relinquish all rights to Workers' Compensation benefits under Chapter 4123 of the Revised Code of any injury or disability incurred while participating in the activity. I assume any and all risk of injury or damages incurred from participating in this activity. To the extent that a medical clearance is needed, I have been advised to consult my physician and obtain written permission prior to commencing this activity. Should I experience any unusual symptoms during the activity, I will cease participation and inform the Facility representatives of the symptoms.

Name (Print)

Signature and Date

Payment Authorization

I hereby authorize my bank or OhioHealth to undertake the following credit card charges, withdrawals by Electronic Funds Transfer (EFT), or payroll deduction for the payment of my Monthly/ Per Pay Membership Dues. This Authorization will remain in effect until I give proper written notice of termination. I understand that I am in full control of my account, and if at any time I decide to discontinue this payment option, that I may do so by completing the cancellation procedures provided in the Terms and Conditions.

Name (Print)

Signature and Date

Name Financial Responsibility (Print)
(If different than applicant)

Signature and Date