

Wellness Works!

MEMBERSHIP GUIDELINES

Through a paid or complimentary membership, members must agree and abide by the following guidelines. Failure to do so may result in membership being terminated without a refund of membership dues.

GENERAL

1. All members must check in at the membership desk during staffed hours.
2. No guests or children under 18 are allowed in the facility unless pre-authorized by management. Under no circumstances may a member bring an unauthorized guest into the facility during non-staffed hours.
3. Membership dues do not include services such as personal nutrition evaluations, personal training sessions, refreshments and specialized programs.
4. The facility may not be used to solicit or promote special interests without the permission of management.
5. Please be respectful of restroom and shower usage as there are only two restrooms in the facility. Restrooms and changing rooms are single occupancy (used one at a time), unless being used as a severe shelter area or other extenuating circumstance.
6. Returned checks due to NSF (or any other reason) will have a \$25 fee added to the balance.

NON-STAFFED HOURS (if applicable)

1. Access to the facility during non-staffed hours requires a key card (\$5 refundable deposit). Lost cards will be replaced at the member's expense. **Card/fob sharing is prohibited.**
2. There will be **no supervision or assistance** of any kind available during non-staffed hours. It is recommended that you have another member accompany you during non-staffed hours.
3. Access during non-staffed hours is solely at the discretion of management.

CONDUCT

1. Members are expected to follow a general code of proper conduct that respects the rights of others to enjoy the facility. Disruptive, loud, inappropriate or harmful behavior may result in termination of membership; this includes dropping or slamming weights. Any misconduct should be reported to management.
2. Food, chewing gum, and containers without lids are not allowed in the fitness areas of the facility.
3. Alcohol, drugs, banned substances, and weapons are not allowed on the premises. Smoking of any kind and/or smokeless tobacco is not allowed on the premises.

DRESS CODE & HYGIENE

1. Appropriate athletic shoes must be worn at all times. **No street shoes, boots or sandals are allowed in the fitness areas. Bare feet are not allowed.**
2. Proper personal hygiene must be maintained by showering regularly, wearing clean clothing and using deodorant.
3. Before beginning your workout, wash your hands and wipe off any perfumes, fragrant lotions or colognes that may be offensive or distracting to others.
4. No bags, coats, or personal items are allowed in the fitness areas. Cubbies and coat hooks are available for short-term storage.

FITNESS EQUIPMENT

1. Wipe down the equipment after use. Disinfectant and towels are provided throughout the facility.
2. The time limit for cardio equipment during busy periods is 30 minutes per machine. If no one is waiting, you may continue to use the equipment.
3. After using equipment, bars must be stripped, and plates and dumbbells returned to proper storage areas. For your safety we ask that collars are used at all times to secure weights on bars.
4. Use only one piece of equipment at a time and take turns with others. Do not sit on equipment/machines between sets.
5. Report all equipment malfunctions or concerns to facility staff.

I UNDERSTAND, ACKNOWLEDGE AND WILL ABIDE BY THE GUIDELINES AS PRESENTED. I UNDERSTAND A FAILURE TO DO SO WILL RESULT IN MY MEMBERSHIP BEING TERMINATED WITHOUT REFUND OF ANY MEMBERSHIP DUES THAT MIGHT REMAIN.

Member Signature

Printed Name

Date

Wellness Works!

**WAIVER OF ALL LIABILITY, ASSUMPTION OF ALL RISKS, AND INDEMNITY AGREEMENT
READ COMPLETELY BEFORE SIGNING**

In consideration of being permitted to participate in any way in *Wellness Works!*, I agree as follows:

Assumption of All Risks: Physical exercise and all activities of any nature associated with *Wellness Works!*, whether in or around the *Wellness Works!* facility or elsewhere such as sponsored events (“ACTIVITIES” in this Agreement), have inherent and significant risks of serious bodily injury that cannot be eliminated regardless of the care taken to avoid injury. The risks vary in potential harm, and could be major like heart attack and permanent disabilities, to catastrophic like paralysis and even death, to property loss, and the social and economic losses and damages could be severe—whether caused by the action, inaction or negligence committed by me or others including but not limited to the “RELEASEES” (named below).

If I think any ACTIVITIES are unsafe, I will immediately stop participating and inform a *Wellness Works!* staff member. If applicable, I have instructed the minor for whom I am the parent or guardian about all such risks, his/her assuming all such risks, and the terms and conditions of participation with which I and the minor must comply.

Therefore, I knowingly and freely choose to participate in ACTIVITIES, and assume all such risks, known and unknown, and all responsibility for all losses and damages involving bodily injury and illness, permanent disability, paralysis or death, or property, resulting from or relating to my participation in ACTIVITIES, caused in whole or part by the action, inaction, or negligence committed by me or all others including RELEASEES, or otherwise, to the maximum extent legally permitted.

Participant (or Minor) Printed Name & Signature
Dated: _____

Parent/Guardian of Minor Printed Name & Signature
Dated: _____

Waiver of All Liability, Indemnification and Hold Harmless: I, for myself, and on behalf of my heirs, spouse, next of kin, assigns, and personal representatives, forever release, waive, discharge and covenant not to sue and indemnify, defend and hold harmless The Montcalm Care Network, its past, current and future affiliates, agents, officials, employees, volunteers, successors, assigns, insureds and insurers (in their official and personal capacities), and all other *Wellness Works!* participants and others associated with *Wellness Works!* (each are the “RELEASEES”), from all liability, claims, bodily injuries and illness, death, losses, damages, medical and all other expenses, and attorneys’ fees resulting from or relating to my participation in ACTIVITIES, caused in whole or part by the action, inaction, or negligence committed by me or all others including RELEASEES, or otherwise, and agree to reimburse RELEASEES and their insurers for all such liabilities, losses, damages, expenses and attorneys’ fees, to the maximum extent legally permitted.

Severability, Acknowledgment of Understanding: If any part of this Agreement is held to be invalid, the remainder will remain in full legal force and effect. By signing this Waiver of All Liability, Assumption of All Risks, and Indemnity Agreement, I agree that I have read and understand it, I have given up substantial legal rights by signing it freely, and it is a complete and final release that cannot be modified except in writing signed by me and the RELEASEES to be bound by such modification.

Adult Participant Printed Name & Signature
Dated: _____

Parent/Guardian of Minor Printed Name & Signature
Dated: _____

**IF UNDER AGE OF 18 A “PARENT/GUARDIAN OF MINOR
CONSENT AND AGREEMENTS” FORM NEEDS TO BE FILLED OUT**

Parental/Guardian Consent and Agreements For Participant of Minority Age
(Under Age 18 at the time of Registration)

I, the identified minor's legal parent or guardian, understand the nature and risks of the above-named ACTIVITIES and the minor's experience and capabilities, and believe the minor to be qualified to participate in ACTIVITIES. Therefore I **consent and release** the minor to participate in ACTIVITIES.

I, on behalf of the minor, and for myself and on behalf of my heirs, spouse, next of kin, assigns and personal representatives, **forever release, waive, discharge, and covenant not to sue** each of the above-named RELEASEES from all liability, claims, bodily injuries and illness, death, losses, damages, medical and all other expenses, and attorneys' fees resulting from or relating to the minor's participation in ACTIVITIES, caused in whole or part by the action, inaction, or negligence committed by the minor or all others including RELEASEES, or otherwise, to the maximum extent legally permitted.

Despite the preceding paragraph, under all circumstances, if any such claim, etc. is made against RELEASEES by or on behalf of the minor, the minor's parent(s) or guardian(s) will **indemnify, defend and hold harmless** each of the above-named RELEASEES from all liability, claims, bodily injuries and illness, death, losses, damages, medical and all other expenses, and attorneys' fees resulting from or relating to the minor's participation in ACTIVITIES, caused in whole or part by the action, inaction, or negligence committed by the minor or all others including RELEASEES, or otherwise, and will reimburse RELEASEES and their insurers for all such liabilities, losses, damages, expenses and attorneys' fees, to the maximum extent legally permitted.

Printed Name of Minor: _____ Date of Birth: ____/____/____

Printed Name of Parent/ Guardian of Minor: _____

Signature of Parent/ Guardian of Minor: _____ Dated: ____/____/____

Address(es) of Minor and Parent/Guardian: _____

Emergency Phone Number: _____