



WELLNESS CENTER APPLICATION

Name: _____ Date of Birth: _____ Age: _____ Gender: M F

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____

E-mail (Required for Reminder of Membership Expiration):

Emergency Contact: _____ Relationship: _____

Phone Number: _____

I have been given and understand the Terms and Conditions of the Mercy Wellness Center.

DATE: _____

Signature of Applicant: _____

Regular physical activity is fun and healthy, and increasingly more people are starting to become more active every day. Being more active is very safe for most people. However, some people should check with their doctor before they start becoming much more physically active.

If you are planning to become much more physically active than you are now, start by answering the seven questions in the box below. The PAR-Q will tell you if you should check with your doctor before you start. If you are over 69 years of age, and you are not used to being very active, check with your doctor.

Common sense is your best guide when you answer these questions. Please read the questions carefully and answer each one honestly: check yes or no.

	QUESTIONS	YES	NO
1	Has your doctor ever said that you have a heart or other condition and that you should only perform physical activity as recommended by a doctor?		
2	Do you feel pain in your chest when you perform physical activity?		
3	In the past month, have you had chest pain when you were not performing any 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 that could be made worse by a change in your physical activity?		
6	Is your doctor currently prescribing any medication to regulate your blood pressure or for a heart condition?		
7	Do you know of ANY other reason why you should not engage in physical activity of the type offered at the Wellness Center?		

MEDICAL QUESTIONS

	QUESTIONS	YES	NO
1	Have you ever had any pain or injuries (ankle, knee, hip, back, shoulder, etc.)? If yes, please explain: _____		
2	Have you ever had any surgeries? If yes, please explain: _____		
3	Has a medical doctor ever diagnosed you with a chronic disease, such as a coronary heart disease, coronary artery disease, hypertension, high cholesterol or diabetes? If yes, please explain: _____		

DATE: _____

Signature of Applicant: _____

Signature of Guardian: _____ Relationship: _____
(If applicant is under the age of 18)

The above information will be maintained in a confidential manner and will not be released without written authorization by the member or the member's legal representative.



RELEASE AND WAIVER OF LIABILITY AGREEMENT

Recreation activities are fun, exciting, and physically demanding. I understand this, but also acknowledge the following:

My participation and use of the Mercy Wellness Center is voluntary. I agree and acknowledge that some activities involved with the use of the Wellness Center and its programs may be of a hazardous nature and may include strenuous exercise or activity. Understanding this, I am aware that participating in these activities involves the risk of bodily injury or personal property damage, including, but not limited to, accidents, illnesses, injuries to, or death to Wellness Center participants or others. I further understand that part of the risk involved in undertaking any activity or program of this nature is relative to my own current state of fitness or health and to my own awareness, care, and skill in the manner in which I conduct myself while participating in an activity or program. I recognize that such physical activity I may be involved in includes, but is not limited to, stretching, walking, running, lifting weights, bending, endurance training, physical contact, twisting, personal interaction, and increased heart rate. In participating in any activity or program I acknowledge my obligation to inform my health care provider of any pain, discomfort, fatigue, injury, or any other symptom that I may suffer during or after my participation in the Wellness Center and/or any of its sponsored events.

I state to the best of my knowledge I have no medical, physical, or mental health conditions which would hinder or prevent my participation in any physical or related activity properly conducted through the Wellness Center. I represent that I am in good health, physical condition, and physical well-being. I hereby assume full responsibility for all risk of injury or loss which may result from my participation and use of the Wellness Center and hereby agree to release Mercy Hospital, the Wellness Center, its officers, agents, and employees from any and all liability arising out of or relating to any of the Wellness Center's facilities and programs. I also agree to hold harmless Mercy Hospital and the Wellness Center and its officers, agents, and employees from any claim or demands which the undersigned or any third person, or the representatives thereof, may make or attempt to make for injuries or losses arising directly or indirectly from my own assumption of risk through participation in a program or activity and/or any negligent behavior committed by me or on my behalf. I further acknowledge that the terms of this release will serve as a release and assumption of risk applicable and binding on my heirs, executors, administrators, and others.

PLEASE NOTE: The Wellness Center strongly recommends that you undergo a complete physical examination by your personal physician prior to undertaking any activity or program which involves physical or strenuous exercise or activity.

ACKNOWLEDGEMENT

I acknowledge that I have read and fully understand the nature of the Release and Waiver of Liability Agreement, and the Mercy Wellness Center membership Terms and Conditions incorporated herein (including day pass, classes, etc.), and any questions that I have about such membership have been answered to my satisfaction. I understand my signature is valid until revoked by me in writing and delivered to Mercy Wellness Center or until subsequently replaced by the signing of a new Acknowledgement.

Applicant Printed Name: _____ **Date:** _____

Applicant Signature: _____

Parent or Guardian Signature: _____ **Date:** _____
(If applicant is under the age of 18)

Relationship: _____



TERMS AND CONDITIONS FOR THE MERCY WELLNESS CENTER

All members of the Mercy Wellness Center agree to the following:

1. Memberships are not refundable or transferable. Only non-expired Wellness Center members may use the Mercy Wellness Center facility. Valid Mercy Hospital ID is required for entry into the Wellness Center by staff. A valid access card is required of all members. In addition, members are required to have a photo on file with the Wellness Center or to present photo ID at each visit.

All members must bring their access card on each visit to the Wellness Center and must check in immediately upon arrival at the front desk. Individuals using the facility without checking in will be considered trespassers regardless of membership status and asked to leave the Wellness Center. Members are responsible for their access card. Sharing of access card with non-member will result in the forfeiture of a member's membership effective immediately.

Members can obtain a replacement card if an access card is lost or stolen. Replacement cards are available from the Wellness Center at a cost determined by the Wellness Center. If an access card is faulty, a replacement card will be issued at no cost to the member upon return of the faulty card. All members must register their attendance upon entering the facility [either by swiping their access card or by signing in on the sign-up sheet].

2. Family Membership: One or two adults living in a household and their dependents, age 10-22. Rates include up to 4 family members; \$5 for each additional family member per month. Family members age 10-15 **must** be accompanied by an adult member when using the Wellness Center.
3. No members age 10-15 are permitted in the Wellness Center facility unless accompanied by and supervised by an adult member. No person under the age of 10 shall be permitted in the Wellness Center facility even if accompanied by an adult member, unless a specific class is offered for those age 10 and under.
4. No members age 10-14 are permitted in the free weight area of the fitness room or are allowed usage of the free weights. Members the age 15 are allowed usage of the free weights if under the direct supervision of an adult member. Members the age 16 or older are considered adult members and are allowed full use of the Mercy Wellness Center and its equipment.

5. Day Passes may be obtained from the front desk during staffed hours only. Guests must agree to and follow all Wellness Center rules and policies. Payment for Day Passes must be made upon entry to the facility. **Wellness Center waiver must be signed prior to use of the facility.**
6. Class cancellation policy: Participant wishing to cancel a session **must cancel at least 2 hours prior to session** or participant will be charged. Mercy Wellness Center reserves the right to cancel a session due to low enrollment.
7. Wellness Center hours are posted and subject to change without notice. Should hours change from 24/7 schedule, users of the Wellness Center must vacate the premises by closing time. Members accessing or remaining in the Wellness Center after closing will be considered trespassers and are subject to membership termination without refunds.
8. Equipment and supplies in the Wellness Center are property of the Wellness Center. Members are not to misuse or abuse such property or remove any such property from the Wellness Center. All weights and equipment must be put back after use.
9. Members must provide their own locks to secure lockers. All locks must be removed at the end of the workout session. Contents left in lockers will be donated to a local charity if not claimed within 5 days.
10. Each Member must respect other member's use and behave in cordial, non-offensive manner at all times. The Wellness Center has a zero tolerance policy for harassment. Verbal or gestured profanity, provocation, pestering, and fighting are not tolerated in the Wellness Center. Such a behavior will result in a permanent ban from use of the Wellness Center.
11. No food is allowed in the Wellness Center. Beverages in plastic containers are acceptable. Glass containers are not allowed in the Wellness Center.
12. Appropriate athletic shoes (for indoor use only), shirts, shorts, and clothing shall be worn at all times outside of the locker rooms and during and after all group exercise classes.
13. Specific use policies are posted in the Wellness Center. Members agree to abide by all such policies.
14. Violation of any Wellness Center policy may result in suspension, expulsion, and/or termination of membership without refund. Mercy Hospital reserves the right to rescind or limit the rights of members not complying with the terms and conditions of membership. The Wellness Center Manager shall make all final decisions regarding suspension, expulsion, and/or termination of membership.
15. The provisions of this Terms and Use statement are subject to change at any time. Notice will generally be posted in common areas and on Mercy Hospital's website prior to any changes occurring.

16. By signing this agreement we assume all risks of injury and wave all rights to pursue money damages or any other relief of any kind as a result of anything occurring at or near Mercy Wellness Center. In the event we are injured while on Mercy Wellness Center's property or during a Mercy Wellness Center-sponsored event, I will hold harmless Mercy Wellness Center, and all of their employees, agents, successors and assigns from all claims of any sort for damage or for other relief, including claims for contribution. This waiver of liability applies to my family members, successors, heirs and assigns.
17. I understand that Mercy Wellness Center is privately owned. My access is a privilege, not a right. My privileges are monitored and managed by Mercy Wellness Center.
18. I understand and agree that Mercy Wellness Center is both supervised and unsupervised, and there will not always be an employee on site to help me use the equipment or exercise in the manner that we choose to exercise. We acknowledge there is a possible danger connected with any physical activity and knowingly and voluntarily wave my right to make a legal or equitable claim of any sort against Mercy Wellness Center and all of their employees, agents, successors and assigns from all claims of any sort for damages or for other relief, including but not limited to claims for contribution, arising out of or in any way related to my use of the facility. Moreover, we acknowledge that we are liable for all damage that we cause to the equipment or physical infrastructure of the facility and will reimburse Mercy Wellness Center immediately.
19. I understand that Mercy Wellness Center is equipped with a duress alarm in case of an emergency situation needing involvement of the police. I understand that once the duress alarm is pushed, an emergency signal will be sent to the Moose Lake Police Department, issuing police to the Mercy Wellness Center.
20. I acknowledge that in case of a medical emergency here at the Mercy Wellness Center, there is an emergency 911 medical phone available to members at all times. I acknowledge that the emergency 911 medical phone is available for emergencies, not one's personal use.
21. I am not allowed to bring unpaid guests into the facility during unstaffed hours. If I bring an unpaid guest in during unstaffed hours, I acknowledge and agree to the consequences of my action: permanent termination of all gym privileges and all applicable charges of trespassing and theft of services can and may be brought against me in a court of law.
22. If I have a history of heart disease, any health or medical concerns now or after I start, I will discuss them with my doctor and will follow my doctor's recommendations before using the facilities and/or with respect to the manner in which I use the facilities. I represent that I am in good physical condition and have no medical reason or impairment that might prevent me from the intended use of the wellness center.
23. Mercy Wellness Center is not liable to me or my guest for any personal property that is damaged, lost or stolen while on or around the fitness center's premises.

24. In the event that any portion of this agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.
25. I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and, by my signature above, acknowledge I have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.



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