

CLARE FAMILY FITNESS

:: Family Pact

Clare Family Fitness, Inc. is committed to providing a fitness outlet for families. Our intent is to make fitness accessible to our entire community. We welcome your family. We welcome students. We welcome children. At the same time, we must provide an environment that is ultimately safe and also conducive to a wide variety of expectations related to gym atmosphere.

This agreement outlines our policies but does not limit our ability to make additional requests as necessary. Parents must initial applicable sections and list children below thereby allowing them to enter Clare Family Fitness. CFF is glad to provide DVDs, toys, and coloring for your kids, upon request.

Parents must ensure that children:

1. Do not run in the gym or climb on equipment.
2. Do not interfere with other members' workout.
3. Be especially aware of walkers on the "track".
4. Keep voices down to avoid breaking members' focus.
5. Failure to comply with our Family Pact will implicate membership rights.
6. Parent must sign Parental Consent Form on reverse side.

Babies and Toddlers

1. While a child is contained in a car seat or stroller, the parent may bring the child thru their workout.
2. Toddlers are welcome in the Kidz Club unattended while following posted Rules. Parent assumes all risk.
3. Parent must sign Parental Consent Form on reverse side.

Children under 6 (and older children without a paid membership to CFF)

1. Children under 6 are not allowed to use gym equipment.
2. Children are welcome in the Kidz Club unattended while following Rules. Parent assumes all risk.
3. Children may sit on the bench without constant supervision. Parent assumes all risk.
4. Children may enter the center section of the gym only if necessary.
5. Children may not enter free weight area under any circumstance.
6. Parent must sign Parental Consent Form on reverse side.

Children 6-9

1. Membership rate when a child (6-9) is added-on to a family membership is \$100/year or \$10/month.
2. Children 6-9 may accompany parent throughout the gym.
3. Children 6-9 may use equipment while under constant parental supervision.
4. Parent must sign Parental Consent Form on reverse side.

Tweens 10-12

1. Membership rate when a child (10-12) is added-on to a family membership is \$100/year or \$10/month.
2. Tweens 10-12 are not issued a 24-hour access keycard.
3. Tweens 10-12 with a membership may use equipment if accompanied by an adult member.
4. Parent must sign Parental Consent Form on reverse side.
- 5.

Students 13-17

1. Membership rate for a student is \$250 or may be added-on to a family membership as stated above.
2. Students 13 and over may attend the gym without parent/guardian.
3. Students 13 and over may be issued a 24-hour access keycard with parent permission.
4. Parent must sign Parental Consent Form on reverse side and Waiver/Release of Liability.

I have read and agree with this Family Pact for my child(ren) listed on reverse. Date: _____

Signature: _____ Printed Name: _____

CLARE FAMILY FITNESS :: Parental Consent

IN CONSIDERATION OF BEING PERMITTED TO ENTER CLARE FAMILY FITNESS FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITY OR EQUIPMENT, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE Clare Family Fitness, Inc. and all branches thereof, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned or such children and all his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or such children whether caused by the negligence of the releasees or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with Clare Family Fitness, Inc..

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any, loss, liability, damage or cost they may, incur due to the presence of the undersigned or such children in, upon or about Clare Family Fitness, Inc. premises or in any way observing or using any facilities or equipment of Clare Family Fitness, Inc. or participating in any program affiliated with Clare Family Fitness, Inc. whether caused by the negligence of the releasees or otherwise.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to negligence of releasees or otherwise while in, about or upon the premises of Clare Family Fitness, Inc. and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with Clare Family Fitness, Inc.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Michigan and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNSIGNED ACKNOWLEDGES THE CONTAGIOUS NATURE OF CORONAVIRUS AND VOLUNTARILY ASSUMES THE RISK of exposure to or infection by any virus while attending the gym and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand and agree that this release includes any actions, omissions, or negligence of CFF, its officers, agents, employees, trainers, instructors, or members and their families, whether a viral infection occurs before, during, or after participation in any CFF program or facility.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Signature of Parent/Legal Guardian _____ Date _____

Printed name of Parent/Legal Guardian _____ Date of Birth: _____

Emergency Phone Numbers: Primary _____ Secondary _____

CHILD(REN) COVERED BY THIS AGREEMENT (please print):

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____