

CLARE FAMILY FITNESS :: Waiver/Release of Liability

As a 24-hour secure-access fitness facility, Clare Family Fitness (hereafter referred to as "the gym"), has a few different policies and procedures than a typical fitness facility. Please read the information carefully. If you have any questions, please ask.

Compliance with Rules

I understand and agree that a 24-hour gym membership is a special membership based on trust and is a privilege, which can be taken away for a violation of rules. As a gym member, I agree to abide by all gym membership rules, which will be posted at the facility, web-site and may be amended from time to time at the sole discretion of the gym. I understand that only active members with key cards will be allowed entry during non-staffed hours. Also, I will not give access to anyone attempting to enter without a valid key card. Card sharing is strictly prohibited and will result in immediate loss of membership. Card sharing is viewed by ownership as stealing services. Active members under the age of 13 must be accompanied by a member parent until they reach the age of 18. I agree that improper unauthorized use of the facility may result in member suspension or cancellation. I agree not to let anyone use my card for any reason, and I agree to report any situation that appears to be card sharing to the gym staff. I understand that one act of card sharing may result in immediate membership suspension or termination. The gym reserves the right to suspend or cancel the rights, privileges and membership of any member whose actions are detrimental to the use, safety, and enjoyment of the facilities.

No Supervision

I understand that I am purchasing a membership at a 24-hour facility that allows access at any time. As such, I am aware that there will be no supervision or assistance except during staffed hours. Staffed hours may change at the sole discretion of the gym. I am aware that if I get injured, become unconscious, suffer a stroke or heart attack or any other medical emergency or event that there will likely be no one to respond to my emergency and that the gym has no duty to provide assistance to me while I am at the gym. I understand that the gym is equipped with surveillance cameras which record but are not monitored continuously and help will not be available during non-staffed hours. However, a first-aid and AED quick response station are available.

Acknowledgement of Risk and Waiver of Liability

I voluntarily assume the risk of injury, accident, death, loss, cost or damage to my person or property which might arise from my use of the gym, and I agree to hold harmless and release the gym and all affiliated corporations, and its officers, directors, board members, agents, employees, representatives, executors, and all others from any and all liability. I also release all of those mentioned and any others acting on their behalf from any responsibility or liability for any injury or damage to myself including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities or the use of any equipment at the gym during staffed or non-staffed hours.

I acknowledge the contagious nature of coronavirus and voluntarily assume the risk that my family and I may be exposed to or infected 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.

General Statement of Program Objectives and Procedures

I understand that a physical fitness program may include exercises to build the cardiorespiratory system (heart and lungs), the musculoskeletal system (muscle endurance, strength and flexibility), and to improve body composition (decrease of body fat in individuals needing to lose fat, with an increase in muscle and bone). Exercise may include aerobic activities (treadmill walking/running, bicycle riding, rowing machine exercise, group aerobic activity, swimming, and other such activities), calisthenics, and weight lifting to improve muscular strength and endurance, and flexibility exercises to improve joint range of motion.

Description of Potential Risks

I understand that the reaction of the heart, lung, and blood vessel system to such exercise cannot always be predicted with accuracy. I know there is a risk of certain abnormal changes occurring during exercise, which may include abnormalities of blood pressure or heart rate, in effect of functioning of the heart, and in rare instances heart attacks. Use of the weight lifting equipment, and engaging in heavy body calisthenics, can lead to musculoskeletal strains, pain, and injury if adequate warm-up, gradual progression, and safety procedures are not followed.

Cleared for Exercise

I certify that I am in good physical health and I am able to undertake and engage in the range of physical activities in which I choose to participate at the gym. I assume all responsibility for updating the facility with respect to any changes in my physical or mental condition and for reporting all injuries sustained at the facility to the gym staff. I understand and am aware that strength, flexibility, aerobic and anaerobic exercise, including the use of any equipment, is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment with knowledge of all the dangers involved. I do hereby agree to expressly assume and accept any and all risks of injury or death either accidental or otherwise. This waiver, release and indemnification agreement includes, without limitation, all injuries which may occur as a result of (a) my use of all amenities and equipment in the facility and my participation in any class, activity or personal training, (b) sudden unforeseen malfunctioning of any equipment and (c) my slipping or falling while in the facility, on the facility premises, including adjacent sidewalks and parking areas. I acknowledge that I have carefully read this waiver and release agreement and fully understand that it is a full and complete release of all liability.

Tanning Warning Statement

Not wearing eye protection while using a tanning device may cause damage to the eyes. Overexposure to the ultraviolet (UV) radiation produced by the tanning devices causes burns and repeated exposure may cause premature aging of the skin, skin cancer, or both. Abnormal skin sensitivity to UV radiation or burning may be caused by certain foods, cosmetics, and medication. An individual who is taking a prescription drug or over-the-counter drug should consult a physician before using a tanning device. Any skin-related treatment may cause abnormal sensitivity to UV radiation. I will report injury to the owner and I agree to use protective eyewear.

Drug & Alcohol Use

I understand that drugs and alcohol are not allowed on the premises of Clare Family Fitness. I further agree that I will not enter the premises for any reason nor attempt to operate equipment while under the influence of drugs and/or alcohol. Violating this agreement is cause for membership cancellation without refund.

General

This contract represents the complete understanding between you and the gym. No representations, written or oral, other than those contained in this contract are authorized or binding upon the gym. Should any part of this agreement due to legal or other regulatory changes become unenforceable, the remaining provisions within this agreement not impacted by such change shall remain in full force as originally written. You agree to promptly update the gym of any changes of address, phone, e-mail address and/or bank account/credit card information.

I certify that I have read and understand all of the terms and agree to abide by all of the terms of this agreement.

Print Name: _____ Print Name: _____

Signature: _____ Signature: _____

(If under 18, Parent/Legal Guardian signature and "Parental Consent for Minor Membership" form is required.)