

24-HOUR ACCESS RELEASE OF LIABILITY & ASSUMPTION OF RISK

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As a 24-hour secure access fitness facility, the City of Garnett Recreation Center (hereafter referred to as the "rec center") 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 24/7 rec center membership is a special membership based on trust and is a privilege, which can be taken away for a violation of rules. As a rec center member, I agree to abide by all rec center membership rules and 24/7 membership rules, which will be posted at the facility, website and may be amended from time to time at the sole discretion of the rec center.

The additional rules apply to all 24-hour membership:

- Only active account members will be granted entry.
- Only one 24/7 member may enter the rec center front door at a time during non-staffed hours.
- Allow the door to close and lock completely before another member may enter.
- Card sharing is strictly prohibited and will result in immediate loss of membership, card sharing is view by the City of Garnett as stealing services.
- Doors and windows may not be propped open during non-staffed hours.
- Pre-approved members under the age of 18 must be accompanied by an approved member parent until they reach the age of 18. If membership is revoked for noncompliance with the rules in place no refund will be given.
- All current rec center rules apply to 24/7 access members as well.
- If membership is revoked for noncompliance with the rules in place no refund will be given.

I agree that improper unauthorized use of the facility may result in membership suspension or cancellation. I agree not to let anyone use my card for any reason, and agree to report any situation that appears to be card sharing to the rec center staff. A security camera system has been installed to monitor instances of card sharing. I understand that one act of card sharing will result in immediate membership suspension or termination. The rec center reserves the right to suspend or cancel the rights, privileges and memberships of any member whose actions are detrimental to the use, safety, and enjoyment of the facility.

No Supervision

I understand that I am purchasing a membership at a 24/7 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 rec center. 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 even though the gym is equipped with surveillance cameras, these record, but are not monitored continuously; help will not be available during non-staffed hours. However an AED is located in the facility that.

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 rec center, and I agree to hold harmless and release the rec center 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.

Informed Consent

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General Statement of Program Objectives and Procedures

I understand that a physical fitness program may include exercises to build the cardio-respiratory 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 loose 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 or 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.

Physical Activity Readiness Questionnaire

Regular physical activity is fun and healthy, and increasingly more people are starting to become more active every day. Becoming 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. If you are between the ages of 15 and 69, this questionnaire 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 active, check with your Doctor.

Please read the questions carefully and answer each one honestly. Circle your response indicating yes or no to the following questions. Common sense is your best guide when you answer these questions.

1. Has your Doctor ever said that you have a heart condition and that you should only do physical activity recommended by your Doctor? _____

2. Do you feel pain in your chest when you do physical activity? _____

3. In the past month, have you had pain in your chest while NOT doing physical activity? _____

4. Do you lose your balance due to 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 presently prescribing drugs (for example, water pills) for your blood pressure or heart condition? _____

7. Do you know any other reason that you should not do physical activity? _____

8. Is there any other condition that you have that might change due to physical activity? _____

Cleared for Exercise

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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 rec center. 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 rec center 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, release and indemnification agreement and fully understand that it is a full and complete release of all liability.

Duty to Inform of Changes in Health Condition

I understand that I am required to inform the gym of any material changes in my health condition in the future, including but not limited to, any changes which would cause me to change my responses to the questionnaire above.

General

This contract represents the complete understanding between you and the rec center. No representations, written or oral, other than those contained in this contract are authorized or binding upon the rec center. 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 rec center 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 of the gym agreement and agree to continue to abide by all of the terms of this agreement. Please note if you are signing up for a family membership you this waiver covers all parties.

(If under 18, Parent or Legal Guardian signature and completion of Parental Consent For Minor Membership form is required)

Print Name (Required): _____

Signature (Required): _____