

# **Team E Fieldhouse**

## **ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM**

### **Team E Fieldhouse of Hope Rules and Regulations**

- No street shoes will be worn in the gym. There are benches and cubbies inside the door to place your street shoes.
- Allowing others in the facility is prohibited.
- Members must follow directions from staff with respect to use of equipment and instructions.
- Your membership may not be used by or assigned to another person.
- Each member is responsible for proper use of exercise equipment. All equipment should be cleaned by the member after each use and returned to its original setting and position.
- Any equipment or other property damaged or destroyed at Team E Fieldhouse of Hope due to negligence or willful misuse of the member will be repaired or replaced at the members expense and may result in a loss of membership privileges at our discretion.
- All exercises, including the use of weights and use of all machinery designed for exercising, shall be at member's sole risk.
- Team E Fieldhouse of Hope is not responsible for any accidents that may occur with exercise and weight equipment or on the premises during any staffed or unstaffed hours.
- The family bathroom and shower facility is accessed by another area of the Game Plan 4 Hope building so a door code pin is required to enter into the fitness area from the bathroom. Members will be given a pin after signing this agreement.
- Members using the fitness facility are NOT to enter the other areas of the building. Surveillance cameras are used in the fitness room and the Game Plan 4 Hope room.
- Members are not allowed in the Game Plan 4 Hope Event Center which is accessible through the restroom.

### **Additional Rules for 24-Hour Access Members**

- Each member must use his or her 24-hour access card when entering the facility.
- Team E Fieldhouse of Hope prohibits anyone from entering the facility during unstaffed hours that is not a 24-Hour access member. If you are caught permitting a guest in, you will automatically be charged \$75.00 and given a warning. Continual abuse of this rule may result in a loss of membership privileges at our discretion.
- Persons under the age of 18 may not use the facility during unstaffed hours without written consent from parents.
- No persons under age 14 are allowed at any time.

### **Applicant's Statements**

I acknowledge that I have been advised to receive a physical examination and consult with a physician before joining Team E Fieldhouse of Hope and beginning a program of physical exercise. I certify that I am in good health and have no conditions or limitations that would prevent me from utilizing the membership options I have selected in a safe manner.

### **Cancellation and Refund Policy**

This agreement may be canceled if I become permanently disabled and provide written evidence signed by a physician of this disability to Team E Fieldhouse of Hope. Should I permanently move my residence more than 60 miles from the Team E Fieldhouse of Hope facility, this agreement may be canceled on thirty days notice, except that I am still responsible for payments due up to the day of cancellation. There will be a \$30 service charge on all returned checks or EFT. In the event the club closes and ceases doing business, I will no longer be obligated to make payments under this agreement. In the event you would cancel your contract before

it is up, there will be a \$25 cancellation fee, and you will be required to pay half of your monthly membership for the remainder of your contract. At the end of your membership agreement term, your contract will go on for a monthly basis until we get a cancellation notice, in writing, or a renewal of contract.

## Release and Waiver of Liability

I, the undersigned, hereby request permission to participate in weight training, and cardiovascular training at Team E Fieldhouse of Hope in Hills, Minnesota. I acknowledge that voluntary participation involves a risk of injury. I hereby assume all risk of injury that may be sustained in connection with such participation and agree to hold Team E Fieldhouse of Hope, its employees, and agents harmless from any and all claims with respect thereto.

In consideration of the permission granted to the undersigned to participate in the aforementioned training, I do hereby release and discharge Team E Fieldhouse of Hope, its employees, and agents from any and all liability and do further waiver and relinquish any and all rights I may have to negligence, other fault or unavoidable accident, resulting from my participation in activities through Team E Fieldhouse of Hope.

The undersigned participant hereby accepts the risk associated with participation in weight training and cardiovascular training and certifies to be of sound medical health. The undersigned hereby agrees to all the terms and conditions as herein set forth.

The undersigned states that they have carefully read the above and foregoing document; the undersigned knows the contents thereof have been accurately and truly given and sign the same of their own free act. If the undersigned participant is under the age of 18, they will need a parent's authorization and signature below.

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**Participant's Name** (Please print legibly)

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**Age**

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**Participant's Signature**

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**Date**

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**Parent or Legal Guardian's Signature** (Required if participant is under 18)

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**Date**