

As a 24-hour secure-access fitness facility, PRAXIS Corporation dba BODYWORKS Health Fitness Rehabilitation (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 24/7 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 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 gym.

The additional rules below apply to a 24/7 membership:

- Mandatory one time \$24 fee for an Access Card for a 24/7 membership (replacement card \$10)
- Only one 24/7 member may enter the gym front door at a time during non-staffed hours
- Card sharing is strictly prohibited and will result in immediate loss of membership; card sharing is viewed by ownership as stealing services
- Only active account members will be allowed entry
- Pre-approved 24/7 members under the age of 18 must be accompanied by an approved 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. A security "tailgate" system has been installed to monitor and record instances of "tailgating". I understand that one act of card sharing will 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.

\_\_\_\_\_ ***Initial your acceptance to abide by the gym rules and special rules for the 24/7 membership.***

**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 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 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, a first aid station, AED and emergency alarms are located in the facility that, when activated, will alert emergency services and unlock the front door to allow entry. In addition, alert pendants will be available that, when activated, will connect to 911.

\_\_\_\_\_ ***Initial your acceptance of No Supervision.***

**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.

\_\_\_\_\_ ***Initial your acceptance of Acknowledgement of Risk and Release of Liability Waiver.***

## **Informed Consent**

### **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.

### **(PARQ) 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 (the PARQ) 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. Check the box indicating yes or no. Common sense is your best guide when you answer these questions.***

#### **Yes No**

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

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

\_\_\_\_\_ ***Initial your acceptance of your certification that you are able to engage in exercise.***

**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 PARQ above.

\_\_\_\_\_ **Initial your acceptance of your Duty to Inform of Changes in Health Condition.**

**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.

\_\_\_\_\_ **Initial your acceptance and understanding.**

**Other**

- Unauthorized areas are clearly marked and secured with motion sensors during non-staffed hours. Please do not access these areas.
- Viewed Health & Fitness Orientation video outlining new membership information, policies and procedures.
- Acknowledgement that I will use exercise machines and equipment as they are intended and designed to be used.
- Notified of complimentary training sessions outlining proper use of exercise machines.

I choose to:     Accept sessions     Decline sessions

\_\_\_\_\_ **Initial your acceptance and understanding.**

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.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Staff Member: \_\_\_\_\_

Date: \_\_\_\_\_

Yes	No	Have you ever had?	Yes	No	Has any immediate family (or grandparents) had?	Yes	No	Have you recently had?
<input type="checkbox"/>	<input type="checkbox"/>	High Blood Pressure	<input type="checkbox"/>	<input type="checkbox"/>	Heart Attack(s)	<input type="checkbox"/>	<input type="checkbox"/>	Chest Pain/Discomfort?
<input type="checkbox"/>	<input type="checkbox"/>	Any Heart Trouble	<input type="checkbox"/>	<input type="checkbox"/>	High Blood Pressure	<input type="checkbox"/>	<input type="checkbox"/>	Shortness of Breathe
<input type="checkbox"/>	<input type="checkbox"/>	Disease of the Arteries	<input type="checkbox"/>	<input type="checkbox"/>	High Cholesterol	<input type="checkbox"/>	<input type="checkbox"/>	Heart Palpitations
<input type="checkbox"/>	<input type="checkbox"/>	Varicose Veins	<input type="checkbox"/>	<input type="checkbox"/>	Stroke	<input type="checkbox"/>	<input type="checkbox"/>	Skipped Heart Beats
<input type="checkbox"/>	<input type="checkbox"/>	Lung Disease	<input type="checkbox"/>	<input type="checkbox"/>	Diabetes	<input type="checkbox"/>	<input type="checkbox"/>	Cough on Exertion
<input type="checkbox"/>	<input type="checkbox"/>	Asthma	<input type="checkbox"/>	<input type="checkbox"/>	Congenital Heart Disease	<input type="checkbox"/>	<input type="checkbox"/>	Coughing Up Blood
<input type="checkbox"/>	<input type="checkbox"/>	Kidney Disease	<input type="checkbox"/>	<input type="checkbox"/>	Heart Operation(s)	<input type="checkbox"/>	<input type="checkbox"/>	Dizzy Spells
<input type="checkbox"/>	<input type="checkbox"/>	Hepatitis	<input type="checkbox"/>	<input type="checkbox"/>	Early Death	<input type="checkbox"/>	<input type="checkbox"/>	Frequent Headaches
<input type="checkbox"/>	<input type="checkbox"/>	Diabetes	<input type="checkbox"/>	<input type="checkbox"/>	Mental Illness	<input type="checkbox"/>	<input type="checkbox"/>	Frequent Colds
<input type="checkbox"/>	<input type="checkbox"/>	Heart Murmur	<input type="checkbox"/>	<input type="checkbox"/>	Specify Mental Illness	<input type="checkbox"/>	<input type="checkbox"/>	Back Pain
<input type="checkbox"/>	<input type="checkbox"/>	Arthritis	<input type="checkbox"/>	<input type="checkbox"/>	Depression	<input type="checkbox"/>	<input type="checkbox"/>	Mental Health Treatment
<input type="checkbox"/>	<input type="checkbox"/>	Orthopedic Problems	<input type="checkbox"/>	<input type="checkbox"/>	Other Family Issues	<input type="checkbox"/>	<input type="checkbox"/>	Anxiety
_____ Past History Score			_____ Family History Score			_____ Present Symptom Score		

Have you been diagnosed with/had: If yes, please indicate *when* and other requested details. Score

<input type="checkbox"/>	<input type="checkbox"/>	Diabetes	<input type="checkbox"/> Type 1	<input type="checkbox"/> Type II	<input type="checkbox"/> HBA1C	_____
<input type="checkbox"/>	<input type="checkbox"/>	High Blood Pressure	Date and results of last reading _____			_____
<input type="checkbox"/>	<input type="checkbox"/>	Cancer	_____			_____
<input type="checkbox"/>	<input type="checkbox"/>	Lung Disease	_____			_____
<input type="checkbox"/>	<input type="checkbox"/>	Heart Attack	_____			_____
<input type="checkbox"/>	<input type="checkbox"/>	Stroke	_____			_____
<input type="checkbox"/>	<input type="checkbox"/>	Neuromuscular Conditions	(Parkinson's, Multiple Sclerosis, etc.) _____			_____
<input type="checkbox"/>	<input type="checkbox"/>	Are you taking any prescription or non-prescription medication (including birth control). If yes, list:				_____
		<u>Medication</u>	<u>Reason For Taking It</u>	<u>How Long Taking It</u>		_____
		_____	_____	_____		_____
		_____	_____	_____		_____
<input type="checkbox"/>	<input type="checkbox"/>	Have you ever had your cholesterol measured? If yes, please indicate:				_____
		Score: _____	Where: _____	When: _____		_____
<input type="checkbox"/>	<input type="checkbox"/>	Have you ever had your glucose (blood sugar) measured? If yes, please indicate:				_____
		Score: _____	Where: _____	When: _____		_____
<input type="checkbox"/>	<input type="checkbox"/>	Do you drink alcohol? If yes, per week, # _____ cans of beer # _____ glasses of wine # _____ hard liquor drinks				_____
<input type="checkbox"/>	<input type="checkbox"/>	Do you currently use tobacco? If yes, <input type="checkbox"/> cigarettes <input type="checkbox"/> cigar <input type="checkbox"/> pipe <input type="checkbox"/> chew and the # _____ each day.				_____
<input type="checkbox"/>	<input type="checkbox"/>	Have you ever quit smoking? If yes, when _____? How much and # of years did you smoke? _____				_____
<input type="checkbox"/>	<input type="checkbox"/>	Have you had hospitalizations or surgeries that aren't yet listed? If yes, please describe:				_____
		_____				_____
<input type="checkbox"/>	<input type="checkbox"/>	Do you have any other medical problems/concerns that have not been listed? If yes, please describe:				_____
		_____				_____

Signature \_\_\_\_\_ Date: \_\_\_\_\_

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ACSM Score: \_\_\_\_\_ Total History Score: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Recommend: \_\_\_\_\_

Please review this agreement and print the requested information clearly; then sign and date it. You are entitled to a copy of this contract at the time it's signed.

**MEMBER INFORMATION**

Your Name: \_\_\_\_\_ Social Security: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
 Employer: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
 In Emergency: \_\_\_\_\_ Relationship: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Other: \_\_\_\_\_

**ACCOUNT INFORMATION**

I, \_\_\_\_\_, authorize my bank or credit card company to make my payment as directed below.

Electronic Fund Transfer Checking / Savings Routing #: \_\_\_\_\_ Account #: \_\_\_\_\_  
 Credit Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
 Payment Amt: \$ \_\_\_\_\_ 1<sup>st</sup> Due Date: \_\_\_\_\_  
 Your Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_  
 Staff Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**MEMBER RIGHTS & AGREEMENT TERMS**

Agreement Termination By Member

Any holder of this consumer credit contract is subject to all claims and defenses that the buyer/member could assert against BODYWORKS as a result of this contract. Recovery by the buyer/member shall not exceed the total amount paid by the buyer/member to BODYWORKS pursuant to this contract. You, the buyer, may cancel this agreement by midnight of the third business day after the date of this agreement, and such cancellation must be in writing to BODYWORKS. In the event BODYWORKS closes and ceases to do business, you are no longer obligated to make payments under this agreement.

Agreement Termination By BODYWORKS

If by reason of death or permanent disability, the buyer is unable to continue the membership, buyer or buyer's estate shall be relieved from the obligations of this contract, and if the buyer has prepaid any sum, that amount shall be promptly refunded. Member agrees to follow BODYWORKS rules as from time to time. Violation of our Member Rules & Policies and Procedures may result in the suspension or cancellation of membership with no refund.\*\*

Default & Late Payment

Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand. You agree to pay the allowable interest and all cost of collection, including, but not limited to, bank/credit card fees, collection agency fees, court costs and attorney's fees. Should any monthly payment become more than 10 days past due, you may be charged a late fee to cover additional administrative fees and other expenses related to obtaining your payment.

Monthly Draft Cancellation

A 10-day notification is required to cancel an automatic draft. Failure to notify BODYWORKS will result in draft of membership fee. No refund of membership for failure to give 10-day notice.

Paid in Full Membership

All paid in full memberships are non-refundable and once activated run consecutively without interruption unless approved and hold fee paid. \_\_\_\_\_ Member Initials

*The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided that the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity Washington, D.C. 20580*