

MEMBERSHIP AGREEMENT

Start Date: _____ Sales Consultant: _____
Member # _____ (smaller number in blue bar above entering member's personal info) **New / Renewal / Rewrite**

Primary Member Name: _____

Age: _____ Over 18 yo

Address: _____

Age requirements:
0-11 Not permitted in gym
12-15 Guardian in gym with them always
Guardian must join gym too.
16-17 guardian must sign this form
Guardian name: _____

Home Phone: _____ Cell Phone: _____

Birthdate: _____ Gender: Male / Female / _____

Email: _____

Emergency Contact: _____ Phone: _____

How did you hear about us? _____

Membership Type: (Circle)

Monthly \$ _____	1 Year Contract \$ _____	18 Month Contract \$ _____	Insurance ID # _____
No contract	Auto Payment 1 st of each month	Auto Payment 1 st of each month	\$0 monthly fee (insurance pays per visit)
Pay Per Month	Credit Card remains on file for pmt	Credit Card remains on file for pmt	SilverSneakers /Tivity \$15 join fee
Initiation Fee \$ _____	Initiation Fee \$ _____	Initiation Fee \$ _____	Silver&Fit / Active&Fit: \$0 join fee
Expires same day next month			Active Renew/UHC: \$0 join fee

\$60 Cancellation Fee for any contract cancelled BEFORE end date.
***After END DATE:** _____ **all contracts auto renew.**
***After your end date** you may cancel at any time with no fee.
***Credit Card Must Be On File** for auto payment- however if you do NOT want your credit card run- you can pay your dues **before the 1st of the month** with cash or check.
*\$5.00 fee applies to all declined payments each month.

Other: _____
**We also need a copy of your Driver's license or identification card.*

Payment Information:

We accept Cash / Check / MC / Visa at sign-up only/ Payments thereafter are Automatic on your Credit Card

Primary Member First Month Dues \$ _____	Addtl FAMILY Member 1 st Month Dues: \$ _____	\$ _____
Initiation Fee: \$ _____	Initiation Fee: \$ _____	\$ _____
Total Due Today: \$ _____	Total Due Today: \$ _____	\$ _____
Grand total if multiple members: \$ _____		

Primary Member Keyfob #251 _____	Member Name _____	Member Name _____
Picture Added to computer: <u>YES / NO</u>	Male/Female DOB: _____	Male/Female DOB: _____
	Keyfob #251 _____	Keyfob #251 _____
	Picture: <u>YES / NO</u>	Picture: <u>YES / NO</u>

AUTHORIZATION FOR PREAUTHORIZED PAYMENTS to be automatically run 1st of each month:

I agree to and understand the following payment plan:
Dues \$ _____ per month for _____ consecutive months beginning ____/____/____ then auto renewed until cancelled.
Credit Card # _____ Name on Card: _____
Expiration Date ____/____/____ Zip Code _____ Security Code: _____ Type of card: MC / VISA

BUYER'S RIGHT TO CANCEL: If you wish to cancel this contract, you may cancel by delivering or mailing by certified mail, return receipt requested, written notice to this health club. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed before 12 midnight of **the third business day after you sign** and receive a copy of this contract. The notice must be delivered or mailed to The Fitness Center at Optimal Health and Wellness, LLC, 1704 Broadview Blvd., Suite 2, Natrona Heights, PA 15065. In some cases you may also cancel this contract if you signed it before the health club facility was completed, if the club moves or goes out of business, if you become permanently disabled. If you cancel, the health club may be entitled to a certain portion of the contract price (\$60 fee). If the health club goes out of business or refuses to give you a refund, there may be a bond letter of credit under which you are entitled to collect. For details, read your contract carefully. Enforcement of the Health Club Act is by the Attorney General of the Commonwealth of Pennsylvania or the district attorney of the county in which the health club is located. You may also bring a private cause of action. If your rights are violated, you may contact the State Bureau of Consumer Protection or your local district attorney.

NOTICE: Any holder of this contract or note is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

By signing below, I acknowledge that I understand and agree to the terms stated in this Membership Agreement.

Primary Member SIGNATURE: _____ **Date:** _____

If Under 18: Parent/Guardian: _____ **Date:** _____

Signature of Witness (STAFF): _____ **Date:** _____

MEMBERSHIP TERMS AND CONDITIONS:

1. You may cancel this contract and receive a refund of all money, including any initiation fee, paid under this contract within three (3) days of signing and receiving a fully completed copy of this contract. Until you have received a copy of this signed contract, you may cancel this contract at any time. If you wish to cancel this contract, you may cancel by delivering or mailing by certified mail, return receipt requested, written notice to this health club at 1704 Broadview Blvd Suite 2, Natrona Heights, PA 15065. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed before 12:00 midnight of the third business day after you sign and receive a copy of this contract.
2. If this health club closes for a period of thirty (30) days or less, you shall receive an extension of your membership for the period of time in which this health club is closed. In the event this health club closes for more than thirty (30) days and fails to provide you with comparable facilities within ten (10) miles of this location, you may cancel this contract and receive a refund of the portion of money paid for the unused membership.
3. You may extend the membership term of this contract at no additional cost for a period of time equal to the duration of a disability if you have a disability which precludes you from using one-third (1/3) or more of the health club facilities for a period of less than six (6) months and your disability is verified by a physician in writing.
4. If you die or become disabled with a disability that exceeds six (6) months, prevents you from using one-third (1/3) or more of the health club facilities, and is verified by a physician in writing, you or your legal representative may cancel this contract. Upon receipt of notice of cancellation, we will issue you a refund of all money paid in excess of an amount computed as of the date of relocation by dividing the full contract price, including any initiation fee, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term, less a predetermined fee not to exceed \$100, or, if more than half of the life of the contract has expired, a predetermined fee not to exceed \$50.
5. If you move more than twenty-five (25) additional miles away from the health club and are unable to transfer this contract to a comparable facility within five (5) miles of your new residence, you may cancel this contract. Upon receipt of notice of cancellation under this paragraph, we shall refund all money paid in excess of an amount computed as of the date of relocation by dividing the full contract price, not including any initiation fee, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term, less cancellation fee of \$60, less a predetermined fee not to exceed \$100, or, if more than half of the life of the contract has expired, a predetermined fee not to exceed \$50.
6. To cancel this contract pursuant to paragraph (1), (2), (4), or (5), you must notify the health club of cancellation in writing, by certified mail, return receipt requested, or by personal delivery to The Fitness Center at Optimal Health and Wellness, LLC, 1704 Broadview Blvd., Suite 2, Natrona Heights, PA 15065. All money to be refunded upon cancellation of this contract shall be paid within forty (40) days of receipt of the notice of cancellation. If you have authorized preauthorized payments, such preauthorized payments shall likewise be cancelled within forty (40) days after receipt of notice of cancellation. **A cancellation fee of \$60 applies to call contracts not fulfilled.**
7. Under this contract, no further payments shall be due to anyone, including any purchaser of any note associated with or contained in this contract, in the event the health club ceases operation and fails to offer a comparable alternative location within ten (10) miles.
8. By signing this contract, you agree to **pay monthly dues on time or you will be charged late fee of five dollars (\$5.00) per delinquent payment.** If your account is delinquent for more than two (2) days, your key fob will be deactivated until your account is no longer past due. You agree to pay all costs of collection incurred by us if this account becomes more than sixty (60) days past due. You agree to continue to fulfill the financial obligations of your membership for the duration of your membership, except as permitted by this contract.
9. If on the first page of this contract you authorized preauthorized payments for the purpose of paying the membership dues automatically through your credit card, charge card, bank card, or bank draft, your monthly payment shall be

drawn on the **first (1st)** or fifteen (15th) day of each month of your membership. These payments will be in the amount stated

10. on the first page of this contract, except that a renewal may increase by a maximum of two dollars (\$2.00). You agree to notify us promptly if your banking or credit card information used for preauthorized payments changes, or **you will be charged a declined payment fee and/or late payment fee of five dollars (\$5.00) per late payment**. If your credit card, charge card, bank card, or bank draft declines or there are insufficient funds, you will be charged a five dollar (\$5.00) declined payment fee.
11. The amount of your monthly membership dues is based on current sales tax rates and to the extent such rates should increase during your membership, you agree that we have the right to increase your monthly membership dues by the amount of such increase. If you have authorized preauthorized payments, the monthly dues paid automatically through your credit card, charge card, bank card, or bank draft will be adjusted to reflect any increase in the sales tax rate.
12. Your key fob is provided to you as a membership privilege and all times remains the sole property of The Fitness Center at Optimal Health & Wellness, LLC. If they **key fob is lost, stolen, or damaged, there will be a twenty dollar (\$20.00) replacement fee**. If the key fob is not returned to us at the end of your membership, you may be billed twenty dollars (\$20.00) or, if you have authorized preauthorized payments, such charge will be made to your credit card, charge card, bank card, or bank draft. You are also responsible for any key fob provided to any additional family member under this contract, and will be charged twenty dollars (\$20.00) for each key fob lost or not returned by an additional family member. **If anyone else uses your fob and enters the gym you will be charged an automatic \$60 fee for that person and it will be the discretion of the owner whether your membership will be terminated.**
13. **NON-STAFFED HOURS AND SAFETY EQUIPMENT.** The health club is open 24-hours a day. There will be staff office hours on Monday, Wednesday and Friday from 10:00 a.m. until 6:00 p.m. and Tuesday and Thursday from 1:00 p.m. until 7:00 p.m. On all other days and during all other hours, there will be no staff members at the health club and, accordingly, there will be no person trained and certified to administer CPR at the health club. You must use your key fob to enter the health club and, particularly during non-staffed hours, you must use caution when entering or leaving the building. **Do not allow access to individuals who knock on the door, as doing so may put you at risk of injury or harm (and could result in your membership termination).** We are required to have certain pieces of safety equipment on the premises at all times including an automated defibrillator, a panic button, a 911 telephone, and personal security devices. The panic button is designed to signal authorities in the event you feel in danger, threatened, witness suspicious activity, or have a medical emergency. In addition, there are panic necklaces hanging on the walls throughout the gym. Feel free to take one off the wall and wear around your neck for additional safety, especially if you are in the gym by yourself. Please be sure to return the necklace to its designated area when finished. Instructions for the use of these pieces of safety equipment are attached to the Equipment and Facility Policy and are also posted at the location where the safety equipment is stored. It is important that you read and understand the instructions. By signing this Membership Agreement, you are acknowledging that you received instructions regarding the location and use of the safety equipment discussed in this Paragraph 12.
14. Equipment may, from time to time, be out of order. When proprietary factory parts must be ordered, some units may be out of order for several weeks. When this occurs, you and any additional family members agree to use other equipment and not to use the broken equipment. You are not entitled to any refund on account of equipment being broken or out of order.
15. By signing this contract, **you acknowledge and agree that while you are present in the health club or on health club property, you may be filmed, videotaped, audiotaped, or photographed for surveillance and security purposes.** The surveillance footage may be retained by the health club for subsequent review.
16. By signing this contract, you acknowledge and agree that no warranties, promises, or representations whatsoever, expressed or implied, were made to you regarding the health club, its facilities, equipment, or fitness programs.

17. By signing this contract, you acknowledge and agree that failure to use your membership does not relieve you of your payment obligations under this contract and that your membership is nonrefundable, nontransferable, non-assignable, and non-cancelable, except as otherwise provided herein. In the event of default in payment of any sums specified herein, you understand that The Fitness Center at Optimal Health & Wellness, LLC may institute

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collection proceedings and/or litigation to collect such amounts; in which event you agree to pay all resulting collection costs and reasonable attorneys' fees.

18. **RELEASE OF LIABILITY AND ASSUMPTION OF THE RISK.** By signing this contract, I acknowledge and agree that the use of the health club, its facilities and equipment is at my own risk. The Fitness Center at Optimal Health & Wellness, LLC shall under no circumstances be liable for any injuries to any member, additional family member, or visitor, or their property, whether lost, damaged, or stolen. I understand that it is recommended that I consult with a physician before

utilizing any of the equipment or engaging in any physical fitness activities or program. I understand that the risk of injury from physical activities and using any physical fitness equipment is significant, including the potential for permanent paralysis and death. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown. I acknowledge that this is an UNSUPERVISED HEALTH CLUB and I assume all risks associated with using physical fitness equipment and exercising alone without the aid and presence of staff. I hereby release, indemnify, and hold harmless The Fitness Center at Optimal Health & Wellness, LLC, its officers, owners, organizers, agents, employees, independent contractors, instructors, insurers, affiliates, representatives, successors and assigns (the "Releasees") from any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the Releasees, or otherwise, that may arise out of or in connection with my presence in the health club, use of any of the physical fitness equipment, or any incident otherwise related to the health club membership. I expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania and if a portion is held to be invalid, the balance shall remain in full force and effect. This release shall apply to my heirs, assigns, personal representatives, agents, and any other next of kin. I understand The Fitness Center at Optimal Health & Wellness, LLC is relying on this release in agreeing to enter into this contract. I have read this provision, I fully understand its terms, I understand that I am giving up substantial rights by signing it, and I am signing it freely and voluntarily.

19. I agree to **indemnify and hold harmless** The Fitness Center at Optimal Health & Wellness, LLC for any damage to the health club, its facilities and equipment, or to the property or person of another member or visitor which I, my additional family member, or my visitor may cause.
20. By signing this contract, you acknowledge and **agree not to give your access information or key fob to anyone or bring any other person into the health club before or after visitation hours.** You agree that **you will bring a visitor to the health club only when the front desk is open to grant permission and only when a liability waiver is signed by the visitor.** You may be charged a visitor fee of ten dollars (\$10.00). As a member, you may, subject to management approval, invite as many visitors as you desire, but the same visitor may not visit more than three (3) times and must be at least eighteen (18) years old and **MUST** sign a liability waiver at the front desk prior to coming into the gym.
21. As a condition of membership, you agree to abide by all health club policies, including the Equipment and Facility Policy which you have received and executed this same date and the terms of which are specifically incorporated into this Membership Agreement. You agree to follow the directions of the staff regarding safety and security issues, and to treat the staff and other members with courtesy. We reserve the right to change and/or add to the health club rules as it may be necessary for safe and proper management of the health club, its programs and its members, employees and visitors. Reasonable rules and regulations may be posted in the health club and members and visitors are required to comply. We reserve the right to cancel any membership upon violation of any of the health club's rules or regulations, directions of the staff regarding safety and security issues, or any provision of this contract.

- 22.** By signing this contract, you acknowledge and agree that you shall not engage in any type of commercial or business activity while on the health club premises. **You agree that you shall not act as a trainer for any other members or visitors and any acts which constitute such business activities are strictly forbidden. If you engage in such commercial or business activities, your membership shall be subject to immediate cancellation.**
23. The Fitness Center at Optimal Health & Wellness, LLC may contact you by mail, email or phone (text or voice).

The Fitness Center at Optimal Health & Wellness, LLC
1704 Broadview Blvd Suite 2, Natrona Heights, PA 15065 · 724-230-0255
EMERGENCY EQUIPMENT LOCATION AND INSTRUCTIONS FOR USE

For your convenience, the Fitness Center at Optimal Health & Wellness, LLC is open 24-hours a day. Please note, however, that other than during staff office hours on Monday, Wednesday and Friday from 10:00 a.m. until 6:00 p.m. and Tuesday and Thursday from 1:00 p.m. until 7:00 p.m., there will be no staff members on the premises and, accordingly, there will be no person trained and certified to administer CPR on the premises.

We are required to have certain pieces of safety equipment on the premises at all times. This safety equipment includes an automated defibrillator, a panic button, a 911 telephone, and personal security devices. Each of these safety devices is described below. Also listed below is the location of each safety device within the health club and instructions for use of each safety device. It is important that you read and understand this information. Please ask a staff member if you have questions about this information or if you would like additional instructions for use of these safety devices.

AUTOMATED EXTERNAL DEFIBRILLATOR ("AED") is a portable device that uses electronic shock to restore a stable heart rhythm to an individual in cardiac arrest.

Location: Front right side of the facility when you enter, to the left of the water fountain.

Instructions for Use: See manufacturer's instructions for use, attached hereto and also posted at the AED unit.

PANIC BUTTON is a wall-mounted device that, when intentionally activated by a person, sends an electronic signal informing a public safety answering point or remote monitoring station that a person is in need of emergency services.

Location: Front right side of the facility when you enter, to the left of the water fountain.

Instructions for Use: Insert your finger in the top of the wall-mounted device and push down.

911 TELEPHONE is a telephone that allows a person to contact a public safety answering point by dialing or pressing 911 or which automatically calls a public safety answering point when a person picks up the headset and activates the telephone.

Location: Front right side of the facility when you enter, to the left of the water fountain.

Instructions for Use: Pick up the telephone receiver and press 9-1-1.

PERSONAL SECURITY DEVICE is a device that is designed to be worn around the neck of a person and, when intentionally activated by the person, sends an electronic signal informing a public safety answering point or a remote monitoring station that the person is in need of emergency services.

Location: Front right side of the facility when you enter, to the left of the water fountain.

Instructions for Use: To use, take off the hook and wear it around your neck. To activate the electronic signal in the event of an emergency, simply squeeze the device.

PHYSICAL FITNESS EQUIPMENT DESCRIPTION AND INSTRUCTIONS FOR USE

CARDIOVASCULAR EQUIPMENT

Treadmills

- Allow you to walk or run in place using a belt driven by an interior motor
- Before beginning a workout on a treadmill:
 - Be sure the treadmill belt is stationary
 - Be sure to tie your shoes, secure personal electronic devices and dangling jewelry
 - Straddle the belt before programming your workout or starting the treadmill
 - When finished, be sure to allow the belt to come to a complete stop before dismounting
 - NEVER attempt to mount a treadmill while the belt is running
 - Our machines are equipped with a pause function if you need to dismount then continue

Bikes

- Work when you begin to pedal
- Before beginning a workout on a bike:
 - Adjust your seat before beginning
 - Use foot straps to prevent slipping
 - Be sure to tie your shoes, secure all electronic devices and dangling jewelry

Crosstrainers

- Work when you begin to pedal
- Before beginning a workout on a cross trainer:
 - Be sure to tie your shoes, secure all electronic devices and dangling jewelry
 - Keep both feet on pedals
 - Allow pedals to come to a complete stop before dismounting

STRENGTH EQUIPMENT

- Is designed to perform a basic movement
- Before beginning a workout with our strength equipment:
 - Adjust the equipment for your size and range of movement
 - Adjust seat appropriately
 - Adjust weight appropriately
 - Secure all loose clothing, electronic devices and dangling jewelry
 - Abide by all posted cautions and warnings on the equipment
 - Keep hands and feet away from weight stacks, moving parts and cables while in motion
 - Use appropriate hand and foot grips
 - NEVER sacrifice proper form to lift more weight
 - Do not try to adjust or modify equipment with additional weights, cables or the like

FREE WEIGHTS

- Free weights are designed to give you total range of motion in a movement
- Free weights include dumbbells, barbells, weight plates and racks
- Before beginning a workout with free weights:
 - Secure all loose clothing, electronic devices and dangling jewelry
 - Adjust weight to your proper level
 - Abide by ALL cautions and warnings
 - NEVER sacrifice proper form to lift more weight
 - NEVER use equipment that appears to be malfunctioning
 - **ALWAYS LIFT WITH A SPOTTER. If you are lifting alone and/or non-staffed hours, never lift free weights on a bench**
 - DO NOT drop or throw weights

- Use appropriate bar racks and standards
- Replace plates and weights to proper racks when finished, as weights on the floor present a tripping hazard.

EQUIPMENT AND FACILITY POLICY

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Must be signed by each member (if under 18 years old, must be signed by both member and parent/guardian)

- 1. EQUIPMENT USAGE.** Members have access to instructions posted on most machines of the health club to explain the proper use of all physical fitness equipment.
- 2. USE OF EQUIPMENT.** All physical fitness equipment must be wiped down after each use and all weights must be re-racked after each use. Each member is to put away any and all equipment, bars, or attachments used back in their proper place.
- 3. SAFETY FEATURES.** The safety features of all physical fitness equipment must be used at all times. If you are unsure of how to use a piece of physical fitness equipment or machine, you should obtain instructions from the staff or personal trainers or call the number posted in the gym. You must not use the equipment if you are not sure how to use it or if you have any other concerns. The document attached hereto titled "Equipment Description and Instructions for Use" describes important information about using the physical fitness equipment.
- 4. PANIC ALARMS.** Each member is responsible for understanding how to operate the panic alarms and panic door and agrees to use them only in the case of an emergency. **In the event you, your additional family member, or your visitor utilize the panic alarms or panic door when it is not an emergency, you will be automatically charged the false alarm fee of two hundred fifty dollars (\$250.00) that we are charged by the police department.**
- 5. KEY FOBS.** All members must swipe their key fob upon entering the health club facility in order to check-in, regardless of whether the door is open already. For safety and security purposes, it is important that everyone is accounted for by using their key fobs. **You will be denied access to the health club during non-staffed hours if you do not have your key fob.**
- 6. VISITORS.** Members may not give access information or key fobs to anyone or bring any other person into the health club before or after visitation hours. **YOU MAY NOT GIVE YOUR FOB TO ANOTHER TO UTILIZE OR YOU WILL BE CHARGED FOR ONE MONTH MEMBERSHIP FOR THAT PERSON AND SUBJECT TO YOUR MEMBERSHIP BEING CANCELLED.** Visitors may be brought to the health club facilities only when the front desk is open to grant permission and only when a liability waiver is signed by the visitor. A visitor fee of ten dollars (\$10.00) may apply. **Subject to management approval, members may invite as many visitors as they desire but the same visitor may not visit more than three (3) times and must be at least eighteen (18) years old. ALL VISITORS MUST CHECK IN AT THE FRONT DESK.**
- 7. RULES.** Members and visitors must abide by all health club policies, follow the directions of the staff regarding safety and security issues, and to treat the staff and other members and visitors with courtesy. We reserve the right to change and/or add to the health club rules as it may be necessary for safe and proper management of the health club, its programs and its members, employees and visitors. Reasonable rules and regulations may be posted in the health club facility and members and visitors are required to comply. We reserve the right to cancel any membership upon violation of any of the health club's rules or regulations or directions of the staff.
- 8. NO COMMERCIAL ACTIVITY.** Members and visitors shall not engage in any type of commercial or business activity while at the health club facility. Members and visitors shall not act as a trainer for any other members or visitors and any acts which constitute such business activities are strictly forbidden. If

you engage in such commercial or business activities, your membership shall be subject to immediate cancellation.

- 9. CONDUCT.** Loud or profane language in the health club is strictly forbidden. No member or visitor is permitted to harass, assault, molest, badger, or annoy another member, visitor, employee, or independent contractor at the health club. If you or your visitor engages in such behavior, your membership shall be subject to immediate cancellation. Horseplay, abuse of the equipment, and other inappropriate behavior will not be tolerated and may result in the suspension or cancellation of your membership. You may be held liable for damages done to equipment or property on account of improper usage or horseplay. **NO SLAMMING WEIGHTS/PLATES/DUMBBELLS and NO SLAMMING WEIGHT STACKS ON STRENGTH MACHINES.**
- 10. DRUGS AND ALCOHOL POLICY.** Smoking, alcoholic beverages, non-prescription drugs, including anabolic steroids, and/or tobacco, in any form, are forbidden in the health club or on its premises. By signing this contract, you acknowledge and agree not to use tobacco, alcoholic beverages, non-prescription drugs, or steroids in the health club or on its premises.
- 11. CELL PHONES; CAMERAS; VIDEO RECORDERS.** Cell phones are not permitted in the cardio area. Photography and videography are not allowed anywhere the physical fitness areas, except those owned and operated by the health club for safety and security purposes.
- 12. DRESS CODE.** While using any physical fitness equipment or engaging in any physical fitness activities in the health club, you are required to wear athletic clothes and shoes. No denim jean pants or shorts that have blue jean type seams or rivets are permitted. No sandals, dress shoes, bare feet etc. are permitted.
- 13. CHILDREN.** No children are permitted in the health club, unless deemed of age and has a current membership. We do not offer babysitting services. **Children 0-12 years of age are not permitted in the health club at any time. Children 12-15 years of age must have parental or guardian supervision at all times. Children 15-17 years of age must have the written consent of a parent or guardian.**
- 14. NON-STAFFED HOURS.** The health club is open 24-hours a day. There will be staff office hours on Monday, Wednesday and Friday from 10:00 a.m. until 6:00 p.m. and Tuesday and Thursday from 1:00 p.m. until 7:00 p.m. On all other days and during all other hours, there will be no staff members at the health club and, accordingly, there will be no person trained and certified to administer CPR at the health club. **We are required to have certain pieces of safety equipment on the premises at all times including an automated defibrillator, a panic button, a 911 telephone, and personal security devices.** The panic button is designed to signal authorities in the event you feel threatened or have a medical emergency. In addition, there are panic necklaces hanging on the walls throughout the gym. Feel free to take one off the wall and wear around your neck for additional safety, especially if you are in the gym by yourself. Please be sure to return the necklace to its designated area when finished. Instructions for the use of these pieces of safety equipment are attached to this Equipment and Facility Policy and are also posted at the location where the safety equipment is stored. It is important that you read and understand the instructions.
- 15. SECURITY.** The health club is under 24-hour surveillance. Whether you are working out or entering/leaving the building, your activities are recorded. This video system is used for security purposes. The surveillance system does not protect you from harm on the premises. You must use caution when entering or leaving the building. Use the panic button if you feel in danger, threatened, or have a medical emergency or witness suspicious activity. Do not allow access to individuals who knock on the door, as doing so may put you at risk of injury or harm (and could result in your membership termination).

- 16. RESTROOMS AND SHOWERS.** The restrooms have a bolt lock that should be used when you enter the restroom. The shower/bathroom also has a bolt lock that should be used when you enter the shower room. Please use caution when entering, using, or leaving these areas as wet floors may cause slippage.
- 17. LOCKERS.** Lockers may be available for temporary use while utilizing the health club. Locks will not be provided. If you bring your own lock, please remove it before you leave the health club. Locks left after your visit will be subject to removal and will not be replaced by us. We are not responsible for any personal items that you bring into the health club, whether the items are stored in a locker or elsewhere.
- 18. SEVERE WEATHER.** In case of severe weather, please follow the posted emergency exits.
- 19. INJURY AND FIRST AID.** In the event that you or another individual becomes injured: (a) For minor injuries (cuts, abrasions, etc), a first aid kit is located on the workout floor; and (b) For serious injuries that need medical treatment, call 911 immediately. Report all injuries to us by calling the telephone number posted in the gym.
- 20. POWER OUTAGE.** The door to the health club has a fail safe which will allow you to exit the health club without power to the door strike. There are also emergency exit lights allowing you to see in case of power outage.
- 21. FIRE.** In the event of fire, or if you smell or see smoke, exit the building immediately. Call 911 immediately from a cell phone or business nearby.
- 22. OTHER INSTRUCTIONS.** The foregoing is only a general description of the health club's policies. You must follow any other instructions provided to you by the staff, a personal trainer, or posted signage.

By signing below, I acknowledge and agree that I have read, understand, and agree to abide by the Equipment and Facility Policy, as it may be amended. I have also read and understand the Emergency Equipment Location and Instructions for Use form, which is attached to this Equipment and Facility Policy.

Must be signed by each member (if under 18 years old, then must be signed by both member and parent/guardian)

Primary Member's Name _____

Member SIGNATURE: _____ Date: _____

Additional Members:

Member's Name _____	Signature _____	Date _____
Member's Name _____	Signature _____	Date _____
Member's Name _____	Signature _____	Date _____

For members age 12-17:

Parent/Guardian _____ Signature _____ Date _____

The Fitness Center at Optimal Health & Wellness, LLC
1704 Broadview Blvd, Suite 2, Natrona Heights, PA 15065 * 724-230-0255

ASSUMPTION OF THE RISK, WAIVER AND RELEASE FORM

Name: _____ Date of Birth: _____

Emergency Contact: _____ Phone: _____

I understand and acknowledge that the physical fitness equipment, training, programs and events held by The Fitness Center at Optimal Health & Wellness, LLC ("The Fitness Center") may expose me to many inherent risks, including but not limited to accidents, injury, illness, or death. I assume all risk of injuries associated with the use of the physical fitness equipment and/or participation in training, programs or events including, but not limited to, falls, contact with other members or visitors, the effects of weather, including high heat and/or humidity, faulty equipment, broken equipment, heart attacks, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, heat prostration, injuries to knees, injuries to back, injuries to foot, or any other illness or soreness that I may incur, including death, and all other such risks being known and appreciated by me. I represent and warrant that I am in sufficient physical condition and that I have no disability, impairment or ailment preventing me from engaging in active or passive exercise that will be detrimental to my health, safety, comfort or physical condition if I engage or participate in physical activities. I understand that a medical examination to assure myself of physical fitness is recommended and that obtaining such an examination is my own responsibility. I recognize that utilizing health club facilities, physical fitness equipment, or engaging in a physical fitness training, program, or event may involve strenuous physical activity including, but not limited to, muscle strength and endurance training, cardiovascular conditioning and training, and other various fitness activities and that **ALL ACTIVITIES ARE DONE AT MY OWN PACE AND NOT UNDER THE SUPERVISION OF A STAFF MEMBER. I UNDERSTAND THAT ALTHOUGH THIS IS A 24-HOUR HEALTH CLUB FACILITY THAT HAS VIDEO SURVEILLANCE, IT IS NOT MONITORING MY FITNESS CAPABILITY. I AM SOLELY RESPONSIBLE FOR MY OWN ACTIONS WITHIN AND AROUND THE FITNESS CENTER.** After having read this Assumption of Risk, Waiver and Release Form and knowing the facts, and in consideration of membership and/or admittance to The Fitness Center, **I KNOWINGLY AND FREELY ASSUME ALL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY** that may be sustained to me as a result of my use of or participation in the health club, its facilities, equipment, trainings, programs and/or events.

In addition, after having read this Assumption of Risk, Waiver and Release Form and knowing the facts, and in consideration of membership and/or admittance to The Fitness Center, I agree, for myself and anyone entitled to act on my behalf, to **FULLY AND FOREVER WAIVE, HOLD HARMLESS, DISCHARGE, AND RELEASE** The Fitness Center, its officers, owners, organizers, agents, employees, independent contractors, instructors, insurers, affiliates, representatives, successors and assigns from any responsibility, liabilities, demands, damages, charges, rights of action, or claims of any kind, whether present or future, whether known or unknown, arising out of my presence, use of physical fitness equipment, or participation in training, programs, or events at The Fitness Center.

I expressly agree that this Assumption of the Risk, Waiver and Release Form is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania and that if any portion is held to be invalid, the balance shall remain in full force and effect. This Assumption of the Risk, Waiver and Release Form shall apply to my heirs, assigns, personal representatives, agents, and any other next of kin. I understand that The Fitness Center is relying on this Assumption of the Risk, Waiver and Release Form in granting my membership and/or admittance.

By my signature, I indicate that I have read and fully understand this Assumption of the Risk, Waiver and Release Form, that I am aware that this is a waiver and release of liability, and that I voluntarily agree to its terms (and agree for all members within this contract).

Primary Member

Member's Name _____ **Member SIGNATURE:** _____ Date _____

Additional Members:

Member's Name _____ Signature _____ Date _____

Member's Name _____ Signature _____ Date _____

Member's Name _____ Signature _____ Date _____

If under 18 years of age: I represent that I have the legal authority to execute this Release Form on behalf of the minor named herein.

Parent/Guardian Signature: _____ Date: _____

Signature of Witness **(STAFF)**: _____ Date: _____