

Home Club:
South North
Central



MIRAMONT
LIFESTYLE FITNESS

**MEMBERSHIP ACKNOWLEDGEMENT OF
RISK, RELEASE OF LIABILITY AND AGREEMENT WAIVER**

I am applying for membership to Miramont Lifestyle Fitness and associated activities, being fully aware that these activities involve risks. I accept all the risks associated with participating in health club activities, even if they are created by the carelessness or negligence of a released party or anyone else. ("Released parties" as used in this document means Miramont Lifestyle Fitness, its owners, officers, directors, stock-holders, managers, employees, associates, agents, representatives and assigns). Risks include physical exertion, wet and uneven surface conditions, temperature extremes, and all potential damages associated with personal injury sustained by a member and/or member's guest. I know there are other risks that are not listed. I fully release, discharge and waive any Claims I may have, now or in the future against all released parties, even if Claims are based on the carelessness or negligence of a released party or anyone else. ("Claims" as used in this document means any and all liabilities, claims, demands, legal actions, and rights of action for damages, personal injury or death that are related to or in any way connected with participation in activities at Miramont Lifestyle Fitness). I agree not to sue released parties for Claims, even if the Claims arise from the carelessness or negligence of a released party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each released party from any loss or liability (including any reasonable attorney's fees they may incur) in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of a released party or anyone else. I am aware that there is no obligation for any person to provide me with medical care during health club activities. If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time that the care is rendered. I am aware that it is advisable to consult a physician prior to participating in health club activities. If I have consulted one, I have taken the physician's advice. I grant my permission to Miramont Lifestyle Fitness to utilize any photographs, motion pictures, video tapes, recordings and any other references or records of Miramont Lifestyle Fitness activities that may depict, record, or refer to me for any purpose including commercial use by Miramont Lifestyle Fitness. I agree to abide by all Miramont Lifestyle Fitness rules. I understand that no warranties have been made to me about Miramont Lifestyle Fitness that are not stated in the membership agreement. I understand and intend that this document act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnify as permitted by the laws of the State of Colorado. If the member is under the age of 18, the parent agrees to the following statements: as a parent or guardian of the participant, I authorize the child to participate. I also join in the statements and agreements made by the released parties in this document. I also agree that, in the event the participant or anyone acting on his or her behalf should make any Claims, I will provide the indemnity and hold harmless the released party set forth above.

Please sign here after reading entire waiver:

For office use only:
Main Member Name (please print)

Print Full Name

Participant's Signature

Date

Parent's/Guardian's Signature (if you are under 18)

Date

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New Member Terms and Health Par-Q

_____ I can “**freeze**” my membership once per calendar year for a minimum of 1 calendar month and a maximum of 3 consecutive calendar months. Freeze must be from 1st of a month to the end of a month. A \$25 fee will be assessed for all freezes. All dues must be current. Must sign change form to freeze by the **25th of the prior month**.

_____ Should I need to **cancel** my membership prior to contract expiration date I understand that I may do so only if...

I *move* more than 25 miles away with documentation, a 30 day written notice, and a **\$50.00** cancellation fee, **OR**

For *medical reasons* with a written notice from a licensed physician, a 30 day written notice, and a **\$50.00** cancellation fee

_____ **Changes** must be received in writing to the membership department by the **25th day** of the month and will become effective at the beginning of the next month.

_____ Once my initial contract is completed, I understand that **my membership will continue on a month to month** basis until I resign. To terminate my membership I must provide Miramont Lifestyle Fitness written notification 30 days in advance of my desired cancellation date.

_____ Rates are subject to change after my initial contract obligation is complete.

_____ **Age policies for families:** Once a child turns 6 years of age he/she needs to be added to your membership in order for him/her to use the club. Children 19 and older are not included on a family membership with the exception of dependent full-time college students under age 23.

Physical Activity Readiness Questionnaire

Many health benefits are associated with regular exercise. The completion of the Par-Q is a necessity to working out at Miramont Lifestyle Fitness. Please read them carefully and check the correct answer.

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | Has your doctor ever said that you have heart trouble? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. | Do you frequently have pains in your heart and chest? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. | Do you faint or have spells of dizziness? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. | Has your doctor ever said that your blood pressure was high? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. | Has your doctor ever told you that you have a bone or joint condition that might be aggravated by exercising? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. | Is there a good physical reason why you should not follow an active exercise program? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. | Are you over age 65 and not involved in an active exercise program? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

INFORMED CONSENT: I have volunteered to participate in a program of progressive physical exercise. I waive any possibility of personal damage which may be blamed upon such a program in the future and accept the responsibility for requesting such exercise and assistance. The possibilities of certain unusual changes during exercise do exist, and they include: abnormal blood pressure, fainting, disorders of heart beat, and very rare instances of heart attack. Every effort will be made to minimize them by preliminary screening and by observations during situations which may arise. I hereby acknowledge and accept the risks. To my knowledge, I do not have any limiting physical condition or disability which would preclude an exercise program.

Member Name (Print Full Name) _____ **Date of Birth** _____

Member Signature _____ **Date** _____

(Please read and sign reverse side as well)