

PLEASE PRINT

-Male -Female -Cell -Home

Participant's Name _____

Date of Birth _____

PHONE # (____) _____-

EMAIL: _____

Address _____

City _____

State _____

Zip _____

- () Yes () No 1. Has your doctor ever said you have a heart condition or recommended medically approved physical activity?
- () Yes () No 2. Do you often feel faint or have severe spells of dizziness or have you ever lost consciousness?
- () Yes () No 3. Do you ever feel pain in your chest when you do physical activity?
- () Yes () No 4. Have you been told your blood pressure was too high?
- () Yes () No 5. Do you have a bone or joint problem that could be made worse by a change in your physical activity?
- () Yes () No 6. Are you currently taking prescription medication for your blood pressure or a heart condition?
- () Yes () No 7. Is there any medical reason, not noted above, that you are aware of, that may impact your ability to participate in an activity or exercise program (such as recovering from surgery)?

If I answered yes to one or more of these questions, I understand I should talk to my doctor before using the facilities and equipment at Franciscan Health Fitness Centers ("Club") because I may be at a higher risk for injury or adverse health consequences. If I choose not to talk to my doctor before using the facilities and equipment at the Club facilities, I acknowledge that I am choosing not to follow the recommendation of the Club for doctor approval and consultation. The Club and its affiliates do not assume any responsibility for my failure to so consult with my doctor and any adverse health consequences resulting therefrom.

Consent to Photograph: I grant permission to Club to publish and utilize photographs for inclusion in any publication authorized by Franciscan Health Fitness Centers ("Club") and/or Franciscan Alliance, Inc. If at any time I do not want to be included in any photos or videos, I will put my denial request in writing to the Club's Business Office. I also understand that personal photos and/or videos can only be taken under the direct supervision of a Club employee and the photos and/or videos can only be taken of themselves or their guardian child as photos and video taping of any other persons within the Club is prohibited on Franciscan Alliance Inc. premises. I agree and understand that photos and videos that are taken by parent/guardian or participant cannot be used for any other purpose other than personal. I also agree to allow Club to use photographs, negatives, images, reprints, and video tapes to be used for print advertising/marketing presentations to the public, through all media, including but not limited to television spots, web sites and/or display units. **The term "photograph" as used herein includes video or still photography, in digital or any other format, and any other means of recording or producing images.**

COMPREHENSIVE WAIVER AND RELEASE (ADULT)

I am executing this Comprehensive Waiver and Release ("Waiver and Release") in consideration of (a) being permitted to participate in one or more activities associated with the Club (as defined above) and/or (b) being allowed access to all or any part of the Club premises located at 221 U.S. Hwy 41, Schererville, Indiana and 810 Michael Drive, Chesterton, Indiana (the "Club"). I acknowledge that engaging in any physical exercise or activity carries with it risk of personal injury or even death and, to the extent that I engage in any physical exercise or activity at or use any Club facility, I do so at my own risk. This includes, without limitation, my use of any locker room, pool, whirlpool, sauna, steam room, cardio theatre, weight room, aerobics classroom, racquetball court, basketball court, tennis court, baseball area, parking area, sidewalk or any equipment in the Club and it also includes my participation in any activity, tournament, class, program or instruction associated in any way with the Club either at the Club's location or elsewhere. I agree that I am voluntarily participating in these activities and using these facilities and premises and assume all risk of injury, death, illness, disease, damage or loss to me or to my property that might result, including, without limitation, any loss, theft of or damage to any personal property.

I agree on behalf of myself (and my personal representatives, heirs, executors, administrators, agents and assigns) to release and discharge the Franciscan Alliance, Inc., Franciscan Health Fitness Centers, Parisi Franchise Systems LLC, Morris Baseball LLC, MyZone Limited, and Rock Steady Boxing and any affiliates, tenants, trustees, directors, officers, members, employees, agents, representatives, successors and assigns of any of the foregoing (collectively, "Releasees") from any and all claims or causes of action (known or unknown) arising out of any Releasee's negligence or other fault. This release of liability includes, without limitation, injuries or death which are alleged to have resulted from any Releasee's negligence or other fault or which may occur as a result of or in connection with (a) my use of any exercise or fitness equipment or facilities which may malfunction or break; (b) any Releasee's alleged improper maintenance of or failure to maintain any exercise or fitness equipment or facilities, (c) any Releasee's alleged negligent instruction or supervision, or (d) my slipping, tripping or falling while in the Club or on the Club's premises. This Waiver and Release also includes claims and liability from any cyber security breaches with use of any third party mobile apps and websites. I am waiving any right that I may have to bring a legal action to assert a claim against any Releasee's negligence or other fault. I agree to indemnify each Releasee for all reasonable attorneys' fees and costs incurred in enforcing this Waiver and Release in the event that I (or anyone acting on my behalf) sue one or more of the Releasees.

I acknowledge and represent that I have read this Waiver and Release. I understand that it affects my legal rights and I represent that I have not relied upon any oral statements or representations of anyone to induce me to sign it. I affirm that I have read, understand and agree to the terms set forth above and I wish to exercise at Franciscan Health Fitness Centers, use its equipment, and/or participate in its programs/services on the terms specified.

(Signature)

(Date)

Authorized by: Club Rep and/or
M.O.D. (Manager On Duty)

(Printed Name)