

# ORLAND FITNESS CENTER

This agreement/waiver covers January 1, 2018 to December 31, 2018

Member ID #:

Locker #:

- \_\_\_\_\_(INITIAL) I certify that I am at least 18 years of age.
- \_\_\_\_\_(INITIAL) I understand that my Orland Fitness Center ID Card serves as my Fitness Center membership card and is required for admittance each time I visit, and to utilize discount benefits.
- \_\_\_\_\_(INITIAL) Members must sign the register upon arrival and departure. I understand that guests/non-members must sign the acknowledgment of risk and consent form and pay \$7.00/day
- \_\_\_\_\_(INITIAL) I understand that admittance to the Fitness Center requires proper exercise attire (clean gym clothes ,socks, and sneakers). **Shirts must be worn.** I also understand that food may not be brought in and beverages must be in a closed container.
- \_\_\_\_\_(INITIAL) I agree to use appropriate language and behavior, and to treat equipment and other members with courtesy at all times.
- \_\_\_\_\_(INITIAL) I understand that use of the Fitness Center may be restricted at certain times. A notice will be posted when the facility is closed, including Town recognized holidays.
- \_\_\_\_\_(INITIAL) I understand the Fitness Center is not responsible for lost or stolen items, and property left in the fitness center may be disposed of without notice. Property placed in the lost and found for more than two weeks become property of the Town of Orland.
- \_\_\_\_\_(INITIAL) I agree to demonstrate care in the usage of all equipment in the Fitness Center and understand that I may not bring in any outside/personal exercise equipment. I also understand that it is my responsibility to clean and put away equipment after each use.
- \_\_\_\_\_(INITIAL) I understand that members whose membership expires must empty their locker within 7 days of expiration or have their lock cut and locker contents disposed of by the fitness center staff. Any unregistered locker with a lock will have lock removed, and contents disposed of.
- \_\_\_\_\_(INITIAL) I understand and acknowledge that there are no refunds, transfers, or exchanges of Membership or Membership fees for any reason.
- \_\_\_\_\_(INITIAL) I have read, understand, and agree to abide by the Rules and Regulations of the Fitness Center. I also understand that my membership may be suspended or terminated at the discretion of Fitness Center Management.

## ACKNOWLEDGEMENT OF RISK AND CONSENT FORM

I understand that by signing this document I am representing that I understand all of its terms and conditions and that I fully intend to be bound by the same. I also understand that I may wish to consult with my attorney prior to signing this document. In consideration of being allowed to use the Orland Fitness Center ("facility"), and/or participate in recreational programs or classes sponsored or offered by the facility, I hereby voluntarily execute this Acknowledgement of Risk and Consent Form. I represent that I am at least eighteen years old and competent to sign this form.

I understand it is my responsibility to consult with a physician prior to, and regarding my use of the facility and/or classes. I represent and warrant that I have no medical condition that would prevent my participation. I understand that I am responsible for monitoring my own condition throughout my workouts and should any unusual symptoms occur, I will cease participation and inform my physician or emergency personnel (911) of these symptoms.

I understand that there are certain dangers, hazards and risks associated with my use of the facility and the equipment in accordance with its intended use, and respect the individual privacy of others utilizing the facility. I understand that a violation of any facility policies or procedures may result in disciplinary action up to and including suspension or expulsion from the facility. I understand and agree that the facility does not provide medical services or medical personnel at the facility. Therefore I consent to emergency medical care should it be required. I represent that I am covered by adequate medical/health/accident insurance for any injury that I may suffer while using the facility. In the event I must be transported to a doctor or hospital for medical treatment, I acknowledge that the facility will not be obligated to provide such transportation, nor assume any responsibility for such transportation.

On Behalf of myself, my family, and my heirs, I hereby agree to assume all risks associated with my use of the facility and its equipment, and I hereby release and discharge from liability and waive any legal action against the Town of Orland, Orland Community Center, its governing board, officers, agents, and employees (collectively, "the released parties") for any personal injury, death, or property damage I may suffer, due to any cause, including but not limited to the negligence of the released parties, arising out of or in any way connected to my use of the facility and/or its equipment.

I understand and agree that this document shall be construed in accordance with the laws of the State of Maine. If any term or provision of this document shall be held invalid or unenforceable, the remaining terms and provisions shall remain in full force and effect.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

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