

## **Member/Participant Waiver and Release from Liability**

I have voluntarily elected to participate in a fitness evaluation and progressive physical exercise program at Community Hospital Fitness Pointe®, 9950 Calumet Avenue, Munster, Indiana. My activity at Fitness Pointe may include, but is not limited to, cardiovascular, muscular, flexibility and aquatic assessment and exercise by the way of aerobics, treadmills, stair climbers, computerized bicycles, machine weights and free weights.

I agree to only engage in activities in which I can competently and safely participate on an independent basis. I will not use any exercise equipment unless I am personally familiar and competent in its use and functioning, and I agree to request instruction from the staff of Fitness Pointe on unfamiliar equipment before I use it.

I agree to follow all rules and regulations pertaining to the use of Fitness Pointe. At all times I will comply fully with the policies of Fitness Pointe concerning my use of the facilities and equipment. I am aware and understand that certain physical changes, injuries and health risks are related to exercise are possible and exist, which risks include, but are not limited to, abnormal blood pressure, fainting, disorders of the heartbeat, and, in rare instances, heart attack. I also understand the risks involved in the use of aquatic and locker room wet areas, including slipping on the pool deck and adjacent hallway and locker room surfaces and drowning. I verify that I can swim if I chose to use the swimming facilities. I will not use the swimming facilities in the event that I cannot adequately swim to insure my own safety. If I cannot competently and adequately swim, I agree that my only use of the pool shall be if I chose to participate in a Fitness Pointe supervised shallow water class. I hereby acknowledge and accept all known and unknown risks. I further assume the risk of loss for all of my personal property which is damaged, stolen, or lost while at Fitness Pointe.

I promise and agree, on behalf of myself, my heirs and assigns, not to sue and I do hereby agree to release, discharge, hold harmless, and indemnify Fitness Pointe, Community Hospital, all of their agents, employees, members and all other personnel and entities acting on their behalf, from all claims, demands, rights and causes of action of any kind, whether arising from my own acts or those of Fitness Pointe, Community Hospital, or any of their respective agents, employees, and members. I hereby waive and release any and all claims of personal injury or property damage rising from my activities or use of the facilities and equipment at Fitness Pointe, and I accept, assume and incur all responsibility for any and all risk of injury from such activity and exercise. I further specifically release Fitness Pointe, Community Hospital, and all of their agents, employees, members and all other personnel from any claims that they acted in a negligent manner, or failed to take some action in allowing my use of the facilities and I agree to assume complete responsibility for injuries to my person or property related to my use of the facilities.

To my knowledge, I do not have any limiting physical conditions, disability or major risk factors that may affect my use of the Fitness Pointe facilities other than those which I have disclosed on my medical fact sheet and there are no risks of physical conditions that would, to my knowledge, preclude my participation in an exercise program.

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

**Member's/Participant's Name (PRINTED):** \_\_\_\_\_

**Address:** \_\_\_\_\_  
**City State Zip Code**

**Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Member's/Participant's Signature:** \_\_\_\_\_

**Parent or Guardian Signature (if under 18):** \_\_\_\_\_