

NORTHERN PRAIRIE WELLNESS CENTER
204 Main Street
Lignite, ND 58752

Member Name _____

Mailing Address _____

Email _____ DOB _____

Home Phone _____ Mobile Phone _____ Work Phone _____

Emergency Contact _____ Phone _____

_____ I am physically able to perform an exercise program and have no limitations either physically or financially that would hinder me from fulfilling this agreement.

_____ I, the member, understand that I cannot transfer this membership to any other person nor is any portion of my membership refundable after 3 business days. I understand that I may cancel this membership within three days of enrollment by notifying this facility of my desire to do so by certified mail or in person.

_____ I understand that the key fob issued to me is for use to enter the facility and is not to be used by any other person, member or nonmember, to gain access to the facility. I understand that allowing others to use my fob can and will result in immediate dismissal of all membership privileges.

_____ I do hereby release this facility and its employees or associates from any claim or cause of action which may have occurred as a result of any medical problem known or unknown which I presently have or later develop. I understand that staff at this facility is not qualified to make medical assessments of my health or my physical ability to attend an exercise program and it is my responsibility to check with my physician before starting any exercise program.

_____ I verify no promise of guarantee other than those written on this agreement were made to me by this facility or its associates. I agree to follow the instructional guidelines and to cooperatively utilize the facilities with other members. Failure to do so may result in cancellation of my membership.

_____ I understand that if I fail to pay the amount owed by this agreement, whether I have used the facility or not, within the time stated, this facility has the right to collect the balance of this agreement and at its option, turn the balance over to collections. I understand I will be responsible to pay all collection fees up to 50% and attorney fees as awarded by the court.

_____ I have reviewed the rules and regulations of this facility and agree with all policies. I understand that violation of any policies may result in suspension or cancellation of membership.

YOUR SIGNATURE CERTIFIES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO THE TERMS STATED.

Signature _____ Date _____

OFFICE USE ONLY:

Membership Type _____

Associated Names _____

AGREEMENT AND RELEASE OF LIABILITY

1. In consideration of being allowed to participate in the activities and programs of this exercise facility and to use its facilities, equipment, machinery, services, and products in addition to the payment of any fee or charge, I do hereby waive, release, and forever discharge this exercise facility and its owners, partners, officers, agents, employees, representatives, executors, sub-contractors, landlords, and all others from any and all responsibilities or liability from injuries or damages resulting from my participation in any activity or my use of the equipment, machinery, products, or services that this fitness facility offers. I do also hereby release all of those mentioned and any others acting upon this fitness facility's behalf from any responsibility or liability for any omission of any person or persons, business entity, including landlord, and owners, agents, partners, sub-contractors, or employees or others acting on their behalf or in any way arising out of or connected with my participation in any activities, equipment, service, or product use by myself or my family at this fitness facility.

(Please initial _____)

2. I understand and am aware that the strength, flexibility, and aerobic exercise, including the use of equipment, services, and products that this facility may offer is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death, and that I am voluntarily participating in these activities and using the equipment, machinery, services, and products with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death and agree to hold harmless all parties involved with this fitness facility.

(Please initial _____)

3. I do hereby further declare myself to be physically sound and suffering from no conditions, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment or machinery. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, and use of exercise and training equipment so that I might have his/her recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and been given my physician's permission to participate, or that I have decided to participate in activity and use of equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities, or utilization of equipment and machinery in my activities.

(Please initial _____)

Signature _____ Date _____

Northern Prairie Wellness Center

WAIVER

BY AFFIXING MY SIGNATURE TO THIS DOCUMENT, I ATTEST, CONTRACT, UNDERSTAND, AND AGREE THAT I AM TO BE LEGALLY BOUND BY ITS CONTENTS.

I hereby stipulate and agree:

That I realize physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I do realize the risks of cardiovascular exercise, weight lifting, weight training, and/or body building, and I am fully aware of the possibility of mechanical and/or other malfunctions of cardiovascular equipment, weight machines, and other equipment due to negligence of Northern Prairie Wellness Center or otherwise, as well as the possibility of injury to my person as a result of the use of such equipment while at Northern Prairie Wellness Center premises. Based on that understanding, as set forth in this paragraph, I voluntarily assume any and all risk of loss, damage, or injury of any kind whatsoever from my use of any and all of the equipment and facilities of Northern Prairie Wellness Center, and further and with full knowledge of the consequences (i.e. that I am waiving my right to sue) expressly waive any and all liability on the part of Northern Prairie Wellness Center, its operators, and their respective trustees, beneficiaries, staff, and officers from my use of Northern Prairie Wellness Center and its equipment and facilities.

That I am physically sound and have medical approval to proceed with a normal routing of exercise. That all exercises shall be undertaken by me at my sole risk. That I am in good health and have no physical conditions that would be aggravated by my involvement in cardiovascular exercise, classes, weight lifting, weight training and/or body building, nor do I have any physical limitations that would preclude said involvement. I also release Northern Prairie Wellness Center and its contractors (personal trainers or others) from liability for their negligence, defective equipment, injuries from dangerous conditions of property, etc.

That I am forewarned that Northern Prairie Wellness Center will not in any event provide medical and/or hospitalization insurance for my benefit, and in the event of any injury to my person occurring wither as a result of my being on any portion of the premises of Northern Prairie Wellness Center. I will save harmless and keep indemnified Northern Prairie Wellness Center and their respective trustees, beneficiaries, staff, and officers from and against any and all actions, claims, costs, expenses, or demands, in respect of such injury or injuries, including death, howsoever caused, arising out of or in connection with my use of Northern Prairie Wellness Center facilities or my being on any portion of said premises and notwithstanding that the same may have been contributed to or occasioned by the negligence of Northern Prairie Wellness Center, and their respective staff, representatives, officers, trustees, and/or beneficiaries.

That I am hereby informed of my option to sign a new release on each date that I use Northern Prairie Wellness Center facilities. However, I elect to forego that option and I therefore acknowledge and specifically intend that this release and waiver of rights shall be effective not only on the date thereof, but also on all occasions subsequent hereto when I shall use Northern Prairie Wellness Center facilities.

HAVING READ THE ABOVE TERMS AND INTENDING TO BE LEGALLY BOUND HEREBY AND UNDERSTANDING THIS DOCUMENT TO BE A COMPLETE WAIVER AND DISCLAIMER IN AS MUCH AS THE STATE OF NORTH DAKOTA WILL ALLOW, I HEREBY AFFIX BY SIGNATURE HERETO.

SIGNATURE _____ DATE _____