

The Union Club

Fitness Center

Registration Forms Packet

Rules of Conduct & Policies and Procedures Statement

Policies and procedures are designed to ensure that you, as a registered user or guest of The Union Club Fitness Center, have the safest and most enjoyable experience possible. Please take the time to review the information covered in this document carefully and sign when you have finished. Much of this information will be reviewed with you by a Fitness Center staff member as a part of the user entry process. If you have any questions or concerns about the information covered in this document or need assistance of any kind, please feel free to ask either member of The Union Club Fitness Center Staff. **Thank You!**



➤ **Membership Eligibility:**

- All members and spouses of The Union Club are eligible to become users of the Fitness Center. There is no additional cost or fees associated with this membership.
- A Fitness Center staff member can provide prospective members as well as overnight guests, member's guests and reciprocal club members with required forms for completion prior to using the facility.

➤ **Guest Policy:**

- o Fitness Center members are welcomed to bring guests to the Fitness Center. Guests must be at least 18 years of age and must be accompanied in the Center by the member. There is a \$10 fee / guest /day which will be billed to the member's account at the time of the visit.

➤ **Non-Member Exercise:**

- Only registered users of The Union Club Fitness Center are allowed to use the locker rooms and exercise area. All members of The Union Club may however use the facility for massage therapy and/or to participate in specific programs / services that are designated as "open to all members of The Union Club".

➤ **Safety and Emergency:**

- A member of The Union Club Fitness Center Staff may, if he/she feels that a member is exercising in an unsafe manner ask the member to stop performing the exercise in question.
- The Fitness Center is supervised 5:30 AM – 8 PM Monday through Friday unless otherwise posted by the staff. In case of an emergency, please notify a staff member immediately, and follow the staff instruction to aid in the emergency maneuvers. The Fitness Center is open on Saturdays from 5:30 AM – 12 PM without staff supervision. Members are encouraged to use the facility while other members are exercising. This "Buddy" system is a safety measure to give you assistance in case of an emergency. In case of an emergency, please notify the front desk attendant on the First Floor, and follow the Fitness Center emergency procedures posted next to each phone in the facility.
- All safety and emergency procedures as explained / described by the staff (and/or posted) are to be used at all times.

➤ **Sign-In:**

- Users are required to log in upon entry of the facility. Please ask a staff member to log you in
- Users are required to sign out a locker key at the front desk

➤ **Courtesy:**

- Users who are performing multiple set exercises should allow those who are circuit training to work in and avoid slowing the circuit.
- All facility equipment should be returned to its proper location when you are finished.
- Users should refrain from any noise or activity that may be distracting or offensive to others.
- Profanity is not appropriate in the facility at any time.
- As a courtesy to other members, please wipe down the equipment when you are finished. Spray bottles with cleaner and towels will be conveniently provided for this purpose. We appreciate your support in keeping the equipment clean for all users!

➤ **Appointments:**

- In order to provide you with the best service possible, users are asked to make an appointment for personal training, massage therapy, fitness testing or other one-on-one services. If our schedule allows, we will also accommodate other appointments that were not scheduled in advance. We are always happy to accommodate your requests for personal services – please just see (or call) a staff member!
- New users are requested to schedule appointments for (optional) assessments and orientations/first workouts.

➤ **Storage of Personal Items:**

- Lockers are provided in each locker room, and are for day use only (i.e., not used overnight). Lockers are available on a first come-first serve basis and cannot be reserved in advance.
- You may simply choose an open locker, put your items in the locker and lock it.
- Items left in lockers overnight will be removed by the staff.
- The Union Club, ProFitness Health Solutions, and members of The Union Club Fitness Center Staff are not responsible for personal items that are lost, misplaced or stolen from the facility. Please use the locker system to secure valuables!

➤ **Inclement Weather:**

- The Union Club Fitness Center will be closed whenever The Union Club is closed due to inclement weather. In the event that there is severe weather and The Union Club is not closed, every reasonable effort will be made to operate the facility in a normal fashion, and according to normal operating hours.

➤ **Hours of Operation:**

- The facility will be open from 5:30 AM – 8:00 PM from Monday – Friday, whenever the Union Club is open. The facility is open on Saturdays from 5:30 AM -12 PM without staff supervision. Memorial Day through Labor Day hours are from Monday – Friday 5:30am to 7pm.
- All changes in hours of operation will be posted in advance.
- Please allow enough time after your workout to shower and change. You are required to leave the facility by 8:00 PM during the week and 12 PM on Saturdays.

➤ **Lost and Found:**

- A lost and found box will be located in The Union Club Fitness Center. Personal items that are left in the facility will be retained in the lost & found box for at least four weeks. Users will be notified before lost & found articles are discarded or donated.

➤ **User Attire / Dress Code:**

- Users are expected to wear modest clothing that is appropriate for a professional environment. It is considered appropriate to wear shorts, bike-shorts, T-shirts, warm-up suits, running or aerobic tights and sweat suits. Socks and some type of athletic shoe must also be worn at all times. Boots, open toe shoes or any shoe not designed for athletic activity will not be allowed for use in the facility. Uncovered sports bras, thong backs and cut off shorts or shirts are not allowed in The Union Club Fitness Center. The purpose of the dress code is to contribute to a safe and comfortable environment for all members.

I have read, understood and intend to comply with the guidelines in the policies and procedures statement. I have been given the opportunity to ask questions and express any concerns that I may have. I understand that violation of the policies and procedures may cause my usage of The Union Club Fitness Center to be terminated.

Member/User Name

Member/User Signature

Date

Witness Name
Date

Witness Signature

INFORMED CONSENT WAIVER

I am aware that exercise is a physically stressful activity and in certain instances can even be harmful and result in death. I am also aware that anyone who smokes, has ever had elevated blood pressure, is male and over 44 years of age or female over 54 years of age, presently does not exercise, has ever had cardiac (heart) problems, is overweight, has diabetes, has any other cardiovascular problems, or is susceptible to orthopedic problems is at greater risk while exercising. I understand that I should consult with my personal physician before I begin or continue any exercise program, including the Fitness Center program. I am also aware that exercise may offer health benefits such as improved cardio-respiratory function, energy, and strength, greater ability to loose or maintain weight, and protection against disease.

Checking all that apply to me, I will use the following 7 statements to help me determine the advisability of consulting with my physician before participating in a new sports or recreational activity:

- My doctor has said I have a heart condition and should only do physical activity recommended/approved by a doctor.
- I feel pain in my chest when I do physical activity.
- In the past month, I have had chest pain when I was not doing physical activity.
- I have lost my balance because of dizziness and/or I have lost consciousness.
- I have a bone or joint problem that could be made worse by a change in my physical activity.
- My doctor is currently prescribing drugs for my blood pressure or heart condition.
- I am aware of a reason why I should not do physical activity.

Affirmation of one or more of the above statements indicates that I should consult my personal physician before starting the recreational program. I accept full responsibility for doing so.

If I am not feeling well because of a temporary illness such as a cold or fever, even though none of the above statements apply to me, I will delay my participation in a recreational program, waiting until I feel better.

If I am or may be pregnant, I will consult my physician about appropriate activity and guidelines for my participation.

I am fully aware that Take Care Health Systems follows the American College of Sports Medicine Pre-Exercise Screening Guidelines. I understand that it has been recommended that I should consult with my personal physician and obtain a written physician's clearance certifying that I am able to begin or continue any exercise program because, based on my answers to the pre-exercise screening questionnaire, I have the risk factors highlighted below. If I chose to participate without obtaining a physician's clearance, I hereby acknowledge that my participation is **solely** at my own risk and in defiance of the recommendation of TCHS and ACSM.

- | | |
|--|---|
| <input type="checkbox"/> Men \geq 45 years of age | <input type="checkbox"/> Women \geq 55 years of age |
| <input type="checkbox"/> High blood pressure | <input type="checkbox"/> Smoking |
| <input type="checkbox"/> Elevated cholesterol level | <input type="checkbox"/> Overweight for height |
| <input type="checkbox"/> Family history of CV disease | <input type="checkbox"/> Pregnancy |
| <input type="checkbox"/> Pulmonary disease _____ | <input type="checkbox"/> Systemic disease _____ |
| <input type="checkbox"/> Orthopedic condition _____ | <input type="checkbox"/> Metabolic disease _____ |
| <input type="checkbox"/> Personal cardiovascular disease history | <input type="checkbox"/> Signs/symptoms suggestive of |
- CVD or metabolic disease _____
- Other _____

I understand and agree that my participation in the Fitness Center is strictly voluntary and at my own risk, and that my use of the Fitness Center will be unsupervised.

I also understand and agree that Take Care Health Systems will be running the Facility and Take Care Health Systems (i) may at any time, in its sole discretion, require me to get a physician's consent before I can use the Fitness Center; (ii) may at any time, in its sole discretion, determine that I am not well enough to use the Fitness Center; (iii) shall collect information relating to my personal fitness and health information in order to provide me fitness related services, but under no circumstances shall such information be shared with, or disclosed to, The Union Club, its subsidiaries and affiliates or any of their respective owners, officers, directors, employees or other representatives. I consent to the use of my personal fitness and personal health information by Take Care Health Systems in order to provide fitness services to me and to evaluate my fitness to use the Facility. I agree that all information collected as a result of my participation in the Fitness Center Program is the sole property of Take Care Health Systems; however I may request a copy from Take Care Health Systems at any time.

I understand that my use of the The Union Club Fitness Center, its programs and equipment is voluntary and at my own risk, and in consideration of being allowed to use The Union Club Fitness Center, and participating in any tests, exercise programs, or classes, not withstanding whether any fitness personnel are or may be provided, I hereby release, discharge, and covenant not to sue in the future, The Union Club, The Union Club subsidiaries and affiliates, The Union Club Fitness Center, and any/all of their directors, officers, employees, agents, successors and assigns and Take Care Health Systems, and any/all of their directors, officers, employees, agents, successors and assigns with respect to any and all claims, demands, actions, or causes of action whatsoever, including claims arising from the negligence or malpractice of any person or party, including The Union Club and/or its agents or employees, and from any and all liability for any loss or property damage or personal injury of any kind, nature, or description, including death, that may arise or be sustained by me during or related to my participation in the Union Club Fitness Center Program, including but not limited to related testing, facilities, equipment, classes, outdoor activities, recreation teams, advisors, and professionals. This pertains to all phases of activity including locker room use while in or about the premises.

I further recognize that The Union Fitness Center, cannot effectively monitor, and cannot be responsible for the safety of any family members, friends or others whom I may choose to invite ("invitees") to attend any outdoor activities, games, or other recreational programs or activities, and I hereby knowingly assume the full risk of anything that may happen as a result of such attendance by any such invitees.

I recognize and acknowledge that I execute this Release and Covenant Not to Sue voluntarily and as a condition of my participation in the Fitness Center Program, and that neither my execution of this document nor my participation in the Fitness Center Program are required by or a condition of my employment by The Union Club, its subsidiaries or affiliates. This Release shall be binding upon my heirs, administrators, executors, assigns and any family member, friends, or other invitees at the premises of The Union Club who attend any fitness center activities as a spectator or otherwise at my invitation.

I agree that if a legal dispute arises, I will attempt to settle through mediation before a mutually acceptable mediator whose name appears in the registry of names recognized by State courts as qualified persons for mediation assignments, here in the state is defined as the State the services are provided. To the extent mediation does not result in a resolution, I agree to submit the dispute to binding arbitration through the American Arbitration Association in the State the services are provided. I further agree that if, in spite of this contract, legal action is brought regarding a claim, it will be brought in the District Court housed in the County and State where the services are provided and I further agree that the substantive laws of State shall apply in any action brought, here in the state is defined as the State the services are provided.

UNDERSTANDING BETWEEN PARTIES

I represent that I have read and understood and have had an opportunity to ask questions concerning this Informed Consent and Release of Liability. I acknowledge that this release is being relied on by The Union Club and the Fitness Center in permitting me to use the Fitness Center and its programs and equipment, I understand that at any time I may review this Informed Consent and Release by requesting a copy from the fitness center staff.

If any portion of this agreement is deemed to be invalid it will not affect the enforceability of the remainder of this agreement.

I also understand that I may be required to provide a signed Physician's Clearance Form if certain health status changes are discovered based upon a review of my updated Pre-Exercise Screening Questionnaire. Furthermore, I understand that if I already have an existing Physician's Clearance Form on file I will be required to provide an updated form prior to its expiration date. I have re-read this form and have had the opportunity to ask questions and consult my attorney if I so chose. I have sufficient information to give consent to (continue to) participate in the exercise program.

YEAR 1

Participant Name Printed

TCHS Staff Printed

Participant's Signature

TCHS Staff Signature

Date _____

Date_____

YEAR 2

Participant Name Printed

TCHS Staff Printed

Participant's Signature

TCHS Staff Signature

Date _____

Date_____

YEAR 3

Participant Name Printed

TCHS Staff Printed

Participant's Signature

TCHS Staff Signature

Date _____

Date_____

