



# Membership Agreement

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Cell phone number: \_\_\_\_\_ Email address: \_\_\_\_\_

I acknowledge I have received the rules and will abide by the Rules of the Aquatic Center and Fitness Studio.

I have read and signed the Wellness Center Waiver and Release form.

T-shirt size .....  Small     Medium     Large     XL     XXL

Signed by \_\_\_\_\_ Date Signed \_\_\_\_\_  
(Member)

# BOOMERS

## EST. 1946-1964

Fitness Club for those 55 and over

## Rules of the Aquatic Center and Fitness Studio

### **Aquatic Center:**

- There is no lifeguard on duty. You are entering the pool at *your own risk*.
- The “buddy” system should be used when in the pool.
- A Waiver and Release form must be signed prior to utilizing the pool(s).
- Friendship Haven residents have priority in the pool.
- Swimsuits are required. Shorts or cut-offs are not allowed.
- Aquatic shoes may be worn if authorized by the Wellness Coordinator.
- Showers are required before entering either pool.
- No glass containers or food are allowed.
- No bandages or open sores are allowed.
- You must bring your own towels.
- Equipment used should be returned to its proper location.

### **Fitness Studio:**

- A Waiver and Release form must be signed prior to utilizing the equipment.
- Friendship Haven residents have priority on all equipment.
- Shoes, shirts and shorts/pants are to be worn at all times.
- Profanity will not be tolerated.
- Wipe off equipment when you are done with it.
- The sound system and television are for the enjoyment of all members. Check with others in the area if you wish to change the channel on the television or the volume setting on the sound system. If you turn the volume up on the television, turn it down when leaving.
- Water (in a covered container) is allowed. Food and other beverages are not allowed.
- Personal belongings must be kept in a locker or on the coat rack.
- Return weights to the rack when you have finished with them.

## Friendship Haven Wellness Center Waiver and Release

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I, \_\_\_\_\_, enter into this Wellness Center Waiver Release (Agreement) with Friendship Haven for the privilege to use Friendship Haven's Wellness Center (facility) located at 420 Kenyon Road, Fort Dodge, Iowa.

### 1. Waiver and release of all claims (including negligence)

In consideration for use of the facility, I waive and release Friendship Haven, its agents, servants, employees, insurers, successors and assigns from all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence at the facility or use of the facility and/or equipment. **This waiver and release is intended to and does release Friendship Haven from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and Friendship Haven's negligence, including but not limited to negligence in the construction, maintenance and upkeep of the facility and its equipment, negligence in training or negligence in supervision. This is not intended to release Friendship Haven from any liability resulting from their intentional conduct.**

I understand that if, for any reason, I am or have been under medical supervision or if I have not exercised regularly in the recent past, that a doctor's approval should be obtained prior to use of the facility's equipment. I understand and agree that it is my sole responsibility to obtain a doctor's approval.

I further covenant and agree not to institute any claims or legal action against Friendship Haven for any claim released by this Agreement. I further agree that should any claim be made against Friendship Haven in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) Friendship Haven for any such claim and expenses including attorney's fees and costs incurred by Friendship Haven in defending themselves or security indemnity hereunder.

I recognize the facility is not supervised at all times, and I use the facility (including premises and equipment) entirely at my own risk.

2. I understand that Friendship Haven is not responsible for any lost or stolen valuables or property from within the facility.

3. While at the facility, I agree to conduct myself in a responsible manner and will refrain from engaging in inappropriate conduct, including the use of loud, foul, slanderous language or any intimidating or offensive conduct that would interfere with the peaceful use and enjoyment of the facility by other users.

4. I understand that Friendship Haven residents have priority access to all equipment in the Wellness Center at all times.

5. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Friendship Haven for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by Friendship Haven, will void and terminate this Agreement and may result in loss of the ability to use the facility.

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_