

# Release of Liability and Consent

HEALTH FITNESS CORPORATION RELEASE OF LIABILITY AND CONSENT—FITNESS MANAGEMENT AND FITNESS MANAGEMENT BLENDED SERVICES AT BIKE HUB AND SCULPT FITNESS FACILITIES (Includes Health Management Services and Health Improvement Programs except Health Screenings, Personal Training, and Massage Therapy)

In consideration of the opportunity to receive fitness assessment services, participate in Health Fitness Corporation (HealthFitness) programs and/or use of Bike Hub and/or Sculpt Fitness facilities, I hereby assume all risks of injury, illness, death or other loss arising from or in any way relating to my participation in HealthFitness programs and use of Bike Hub and/or Sculpt Fitness facilities.

I hereby release, agree not to sue, and forever discharge Fifth Street Towers Investors, LLC, Zeller Management Corporation and HealthFitness and their respective affiliates\* of and from any and all manner of claims, demands, actions, causes of action, liability, damages, claims for punitive or liquidated damages, claims for attorney's fees, costs and disbursements, individual or class action claims, and demands of any kind whatsoever, I have or might have against them or any of them, whether known or unknown, in law or equity, contract or tort, arising out of or in any way relating to my receipt of assessment services, participation in HealthFitness programs, use of the Bike Hub and/or Sculpt Fitness facilities and loss of personal property, however originating or existing. This release shall be binding upon my heirs, personal representatives, administrators, executors, and assigns.

I understand that this release includes, without limitation, all injuries which may occur as a result of the following: (a) my use of HealthFitness' amenities and equipment in the Bike Hub and/or Sculpt Fitness facilities, my receipt of instruction and other services from HealthFitness, or my participation in any activity, class, program, or instruction; (b) the malfunctioning of any equipment; (c) HealthFitness' training, supervision, or dietary recommendations; and (d) my slipping and/or falling while in or on Bike Hub and/or Sculpt Fitness premises, including adjacent sidewalks and parking areas.

I further understand that any recommendations regarding exercise or diet (including, without limitation, the use of supplements) are entirely my responsibility and that I should consult a physician prior to undergoing any changes in exercise or diet.

I understand, as a participant of the health and fitness program who is to be assessed and given the opportunity to participate in an exercise program at the Bike Hub and/or Sculpt Fitness facilities, I will have the option to receive a fitness assessment that measures some or all of the following items: (1) flexibility; (2) muscular strength and endurance; (3) body composition; and (4) changes in heart rate and blood pressure before, during and after an exercise test. I understand a particular set of results from the fitness assessment does not necessarily mean I am: (1) fit, (2) unfit, or (3) likely to benefit from exercise or changes in diet. That judgment can only be made by my physician.

I am aware that the fitness assessment is for the purpose of designing a personal exercise program and providing information on conditioning levels compared to norms. I understand the fitness assessment is not intended to replace any medical screening I may need, and neither the Bike Hub and/or Sculpt Fitness facilities, HealthFitness, nor any of their affiliates, will determine whether an exercise program or dietary change are medically appropriate for me. I understand it is my responsibility to consult with my physician regarding these matters.

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I further understand HealthFitness staff will question me about my health status, and I agree to complete a health history questionnaire. I certify the information I provide to HealthFitness staff about my health and exercise history and current health status will be, to the best of my knowledge, complete and accurate, and I agree and understand it is my responsibility to inform HealthFitness staff in the event of any change in my health or medical status. HealthFitness shall treat information regarding my personal health and medical status as confidential. HealthFitness shall not release such information without my written consent, except: to authorized HealthFitness and Bike Hub and/or Sculpt Fitness facilities employees, agents, successors, and assigned contractors who we use to support our business; in connection with any programs sponsored by my employer in which I participate; in connection with the sale, assignment, or other transfer of the business which the information relates; when applicable by laws, court orders or government regulations require us to do so; and to health care personnel for treatment purposes (including, for example, emergency assistance personnel). I understand that HealthFitness may use or disclose to others information regarding my health for statistical analysis or other research purposes, provided that my name and other personally identifiable information will be removed from the information prior to such uses and disclosures.

I understand there are possibilities of injury or other complications, including but not limited to musculoskeletal injuries, cardiovascular trauma, neurological impairment, heart attack and even death, which may occur during fitness assessment, while completing an exercise program, while otherwise using the facilities, or while participating in any health and fitness program activities.

I voluntarily agree to submit to a fitness assessment and to assume all risks associated with my participation in the fitness assessment, health and fitness programs, (including a personal exercise program) and use of Bike Hub and/or Sculpt Fitness facilities. I understand and acknowledge it is my responsibility not to exceed the guidelines established for me on my exercise program card and in other program materials.

I understand use of the Bike Hub and/or Sculpt Fitness facilities and participation in a fitness assessment, health and fitness program activities is strictly voluntary, is not required of employees of participating companies, and I may discontinue my participation at any time.

I further understand HealthFitness may revoke my privileges to use the Bike Hub and/or Sculpt Fitness facilities or otherwise participate in assessment or other programs at any time, in its sole discretion. I agree to be bound by and obey all the rules and policies of the Bike Hub and/or Sculpt Fitness facilities, HealthFitness and HealthFitness staff in my use of the facilities and in my participation in the health and fitness program activities.

I understand at any time I may review this Release of Liability and Consent by requesting a copy from HealthFitness staff. I agree if any portion of this form is held invalid, the remainder of this form will continue in full legal force and effect.

I have carefully read this Release of Liability and Consent and fully understand its terms. I sign it voluntarily with full knowledge of its legal significance and understand that I have the right to have my attorney review it. I certify that I am 18 years of age or older.

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

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

\*Affiliates means any branch, division, or subsidiary of HealthFitness, or HealthFitness' present and former officers, directors, shareholders, trustees, employees, agents, representatives, contractors, and the successors and assigns of each, whether in their individual or official capacities.

# About You

Last Name	First Name	Building Card Number
<input type="checkbox"/> Male <input type="checkbox"/> Female		
Date of Birth	Gender	
Employer	Work E-mail	
<input type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time <input type="checkbox"/> Temporary <input type="checkbox"/> Intern <input type="checkbox"/> Other (please list):		
Employee Status		

Emergency Contact	Emergency Contact Phone	Relationship
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## Terms of Agreement

You must be employed by a tenant in the Fifth Street Towers and work on location in order to be eligible for a membership. Locker rental fees (optional) are non-refundable and non-transferable.

## Membership Type

Fitness  Bike Hub  Fitness and Bike Hub

## Bike Hub Locker Rental Payment Agreement:

I agree to pay a monthly rate of \$ \_\_15.00\_\_ on the first day of the next month:

- paid in full
- electronically deducted from my checking account
- charged to my credit card

## Method of Payment

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

First Month Payment \$ \_\_\_\_\_

Paid in full (one year) \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

Sales Tax ([7.775]%) \$ \_\_\_\_\_

Total Amount \$ \_\_\_\_\_