



Physician Release Needed:
Date Sent: _____
Date Received: _____

Name: _____ Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____

Email: _____ Date of Birth: _____ Male Female

Emergency Contact	Relationship to Client	Emergency Contact Phone

Do you have any of the following High Risk Events?

Heart Attack/Angina	Yes	No	Pleas answer the following if you have circled yes to any of the High Risk Events. Procedures: _____ Date: _____ Physician : _____ Last Visit: _____ <i>If you circled yes to any of the High Risk Events you need a physician release prior to meeting with any Kinetics Specialist for exercise/routine design. Please see the front desk.</i>
Heart Disease	Yes	No	
Uncontrolled Blood Pressure	Yes	No	
Dizziness/Unconsciousness	Yes	No	
Stroke	Yes	No	
Blood Disorders	Yes	No	
Lung Disease	Yes	No	

I acknowledge that I have a "High Risk Event" (see above) and require physician clearance prior to participation. However, at this time I will NOT seek medical clearance and choose to continue to use Kinetics at my own medical risk. I release Pomerene Hospital, its employees and agents from any injury or illness that may occur as a result of this decision:

Signature: _____ Date: _____

**Failure to sign will preclude you from any activity or event inside Kinetics **

Do you have any of the following conditions?

High Blood Pressure – controlled or treated	Yes	No	Are you currently a smoker?	Yes	No
High Cholesterol	Yes	No	Are you currently pregnant?	Yes	No
Diabetes	Yes	No	Do you have a pacemaker/defibrillator	Yes	No
Hernia	Yes	No	Irregular Heart Beat	Yes	No

Have you ever had the following?

Cancer	Yes	No	Allergies	Yes	No
Seizures	Yes	No	Fibromyalgia	Yes	No
Asthma	Yes	No	Concussion	Yes	No
Mental Health Problems	Yes	No	Unconsciousness	Yes	No
Anemia	Yes	No	Osteopenia/Osteoporosis	Yes	No
Metabolic Disorder	Yes	No	Headache/Migraines	Yes	No
Thyroid Disorder	Yes	No	Vertigo	Yes	No

*I understand that Pomerene Kinetics is an exercise and fitness facility. Before beginning any exercise program, it is advisable for me to consult with my personal physician to assess my current health status and suitability for physical exercise. Should I choose not to consult my physician regarding my health history and how that relates to exercise I acknowledge that Joel Pomerene Hospital, its employees and agents, are not responsible for any injury or illness that I may sustain while participating in exercise or activities at the facility. * I understand that a physician approval may be required prior to starting my exercise program. I certify that all of the information I have provided on this form is true and accurate. I will notify Kinetics of any changes in my health status during my time as a member.*

Printed Name: _____ Signature: _____

Guardian Signature (if under 18 required): _____ Date: _____

RULES & REGULATIONS, RELEASE OF LIABILITY, KINETICS POLICIES

*Kinetics management reserves the right to change hours of operation.

MEMBERSHIP NUMBER: Each member is issued a membership number/card. Members must swipe their membership card at the Front Desk and be cleared by Front Desk personnel to gain access to Kinetics.

GUEST POLICIES: Members are permitted 2 guests per year, free. A guest must be accompanied by an adult member (18 years or older), must register at the Front Desk prior to using the Center. A guest is also required to review the and complete a guest waiver at the Front Desk. Unregistered guests will be asked to leave Kinetics or affiliated facilities immediately. Expelled or suspended members may not come as the guest of another member.

DEPENDENT USAGE: Dependents age 13-15 years may use the facility accompanied by an adult unless participating in a structured Kinetics program. An adult is defined as an individual who is 18 years of age or older assuming responsibility for dependent while in Kinetics. This age category may also use the exercise equipment after successfully completing a facility orientation. 13-15-year-old dependents must be accompanied by an adult (parent or guardian) unless participating in a structured Kinetics program. Dependents age 15 years or younger must have adult present at time of check in.

KINETICS KIDS: The Kinetics Kids is available to members.

- Ages 6 months to 12 years of age, Parents must remain on premises, No snacks allowed in the room, Any ill child will not be permitted
- Staff reserves the right to limit the number of children to 10, Staff will not change diapers or take the child to the restroom

EMERGENCY PROCEDURES: Should an accident occur at Kinetics, immediately report it to the Front Desk or notify any staff member on duty. Emergency procedures will be expedited immediately. Should you or a family member become injured while at Kinetics, Center Staff is not required to provide transportation. We reserve the right to call an ambulance. All members are encouraged to be CPR certified. In the event of a fire alarm, please be prepared to evacuate if notified by a staff member.

LOST AND FOUND: Kinetics is not responsible for items lost, stolen or damaged. Items not claimed after 30 days will be donated to local charities.

CELL PHONE USE: Cell phone use within Kinetics is strictly prohibited. Cell phones may be used in the Kinetics lobby or designated areas only. If you receive a call, please feel free to answer and take your call in the lobby area.

PHYSICAL ASSESSMENT: All Kinetics members are encouraged to participate in a computerized physical assessment through the upon joining and every 3 months thereafter. *The fitness staff may require a written Physician's Consent pending certain medical conditions.*

PERSONAL TRAINING: Kinetics reserves the right to define personal training.

LOCKER ROOMS: Please do not bring valuables into Kinetics or leave them in an unsecure locker. Kinetics is not responsible for items lost, stolen, or damaged. If necessary, valuables can be secured in a locked locker.

TOWELS: Members are asked to respect Kinetics' willingness to provide towels. If this privilege is abused it may be revoked. Members are requested to use no more than two (2) towels per visit.

PHYSICAL ACTIVITY AREAS:

Exercise Equipment Areas

- Proper etiquette shall be enforced at all times. Horseplay will not be tolerated.
- No food, gum or drink permitted in area (water bottles permitted, not sports drinks).
- No dependents under age 13 shall be allowed in the exercise equipment area. Dependents 13-15 years of age must complete a facility orientation prior to utilizing the exercise equipment and must accompany by an adult while utilizing equipment.
- Instruction in the proper use of all equipment is the responsibility of each member.
- Proper care and use of all equipment is the responsibility of each member.
- Use of equipment is at the member's risk.
- Please be courteous after exercise by cleaning off your equipment after use with the spray bottle and towel provided.
- Members are required to refrain from wearing fragrances during exercise.
- During posted times a portion of the fitness floor is reserved for patients/members participating in Hospital Programs.

Swimming Pool:

- Please be advised, the pool does not have a lifeguard. No diving. Members swim at own risk. Horseplay will not be tolerated.
- Pool scheduling is subject to change and often includes multiple activities at any one time.
- The pool is designed for low intensity exercise and a quiet environment. Loud noise is not permitted. Proper swimming attire required.
- No food, gum or drink permitted in area.
- Dependents 13-15 must be accompanied by an adult.
- Individuals with open wounds or sores should not enter the pool.
- Members must sign in at the Comfort Inn Front Desk. Guests accompanying members to the Comfort Inn must register at the Kinetics Front Desk prior to pool entry.

Group Exercise Studio

- Members age 13 and older are able to participate in group exercise classes subject to prior approval by the Group Exercise Manager.
- Members and guests are required to wait outside the studios until the next class begins. Please do not interrupt an ongoing class by entering the Studio while class in session!
- No food, gum or drink permitted in area.
- Horseplay will not be tolerated. Proper etiquette shall be enforced at all times.
- Group exercise studio A/V equipment is for the exclusive use of Kinetics staff.
- Class participants are not permitted to enter a class after the initial 10 minute warm-up period. Class participants are required to refrain from wearing fragrances during classes.

DRESS CODE: Shirts, shorts, sweat suite, leotards, workout tights and athletic shoes must be worn in all areas of the Kinetics Center. No marking-soled shoes or cutoffs are permitted.

PHOTO/ VIDEO CONSENT: I hereby consent to be photographed, videotaped or filmed by representatives of Pomerene Hospital for purposes of publication, display or broadcast (print, web, digital display and all other forms of media). I agree that such photographs, films, or video and/or any reproductions of same in any form, are the property of Pomerene Hospital, and I relinquish any present or future claim for reimbursement for said photographic or film reproduction of my likeness. I hereby release Pomerene Hospital, its affiliates, employees, representatives and agents from any and all claims, demands, costs and liability that may arise from the use of these recordings, photographs, videotapes or films, and/or any reproductions of

same in any form, as described above, arising out of being recorded, photographed, videotaped or filmed. I understand that I may revoke this authorization at any time by providing written notification to Pomerene Hospital, 981 Wooster Rd, Millersburg OH 44654, Attn: Marketing and Public Relations Department. However, the revocation will not be valid if Pomerene Hospital has acted in reliance on this authorization. This authorization expires only upon written notice from consentor. I acknowledge that I have read this consent form in its entirety, or it has been read (or translated) to me, and I have had the opportunity to ask questions about it and understand it.

TERMS AND CONDITIONS:

Membership Qualification: Subject to approval by the Center, without regard to race, sex, ethnic background or religion, and individual 18 years of age or older, of proven financial responsibility, is eligible for membership in Kinetic. Membership in the Center includes a member's right to use the Center's facilities in accordance with these Terms and Conditions and Rules, Regulations, and Center Policies which may be amended from time to time. Membership does not confer any authority in the management of the Center, or any interest in the property of assets of the Center. Memberships are not transferable.

Consumer's Right to Cancellation: You may cancel this agreement without any penalty or further obligation within three (3) business days from your joining date. Your notice of cancellation must be in writing, signed by you and sent to Kinetics by certified or registered mail. You must return with our notice of cancellation all agreements, documents or any other evidence of membership in the Center.

Membership Dues and Charges: Your membership in the Center will renew automatically each year for another full year. Membership constitutes a contractual commitment to pay Center dues for 12 consecutive months. Withdrawals from the Center, except for the detailed reasons listed under "Rights to Pre-mature Cancellation," will not relieve a member from fulfilling his/her annual obligation. This yearly membership agreement is automatically renewable, without notice, for another full year unless written notice of intent to cancel by either party is received at least 30 days prior to the anniversary or obligation date. Cancellation requests will also be granted throughout a grace period that extends up to three (3) business days following the anniversary date. This notice must be completed at the Center, dated, and signed.

Rights to Pre-Mature Cancellation: You may also cancel this agreement for any of the following reasons. Additionally, consumer has a right to a prorated refund of monthly dues in the event that they paid for their annual membership in full and they cancel prematurely for one of the following reasons:

1. If, upon a medical doctor written order, you cannot physically receive the services because of significant physical disability for period in excess of three (3) months. A "30 Day Written Notice" from both the physician and member is required."
2. If you move your residence more than 25 miles from the Center and we cannot secure membership privileges at another Pomerene Hospital Health Systems Facility. Proof of new residency is required as part of your "30 Day Written Notice."
3. Upon death, your estate shall be relieved of any further obligation for payment under the contract not then due and owing.
4. If the services cease to be offered as stated in the agreement

Premature cancellation under items 1 and 2 requires the submittal of a "30 Day Written Notice" and will become effective on the last day of the month following the month in which the 30-day notice is received. Cancellation notification must be completed at the Center, dated, and signed.

Unauthorized Cancellation: Should a participant be unable to honor membership payment for any of the following reasons:

1. Be delinquent on account payment by more than 90 days
2. Be asked to leave the facility by a staff member for inappropriate behavior
3. Cancel their plan prior to plan anniversary date for reasons other than already specified under **Rights to Pre-Mature Cancellation**
4. Request to change from a paid in full Kinetics Membership to a Silver Sneakers/Silver & Fit or other insurance-based wellness programming without meeting the required anniversary date of the initial plan.

The account will be considered an unauthorized cancellation. The members reinstatement status will be determined by the Kinetics Supervisor. No refund of any type will be permitted for an Unauthorized Cancellation.

Membership Category Changes: A member in good standing may add a spouse or family member to their membership at any time thus altering their membership category. However, a change in category shall constitute an automatic yearly renewal of his/her membership which will alter their anniversary date accordingly. A member in good standing may remove a spouse or family member upon receipt of a request 30 days prior to their anniversary date only.

Center Dues: The Center, may change dues from time to time. Members will be notified at least 60 days prior to any increase/decrease in Center dues. Dues will not be prorated during time when the Center is repairing or renovating any of its facilities. The membership is a one year automatically renewing agreement payable monthly through Electronic Fund Transfer (EFT) of a checking/Savings account or debit of a credit card.

Revisions/Changes: The membership enrollment fees, program, service and product charges are also subject to change without notice. Members may be notified of such changes in any manner which Center Management deems appropriate.

Payment Policies: Members will be required to pay the appropriate one-time enrollment fee at the time of joining and monthly dues will be collected on the first of each month (in advance of the month services will be delivered) through automatic EFT of checking/savings account or credit card debit. Monthly payments delivered in person to the Kinetics Front Desk prior to the 25th of each month will negate the automatic EFT or credit card debit for the following month. Fees for programs, services and products may be paid for at the Front Desk with cash, check, or credit card. Member agrees to pay collection costs incurred by the Center in collecting any past due amounts, including court costs a reasonable attorney's fees. Member also agrees to pay a handling fee for any returned check automatic EFT. In addition, any fees incurred by Pomerene Hospital will be the responsibility of the member. Enrollment fee, membership dues, and products are subjected to sales tax

Damages: Member are responsible for damage to Center property and/or property of other members and their guests caused by themselves or their guests, except that due to ordinary wear or usage.

Suspension/Termination: The Center may terminate for cause any membership by mailing notice in writing to the last address show on the records of the center for the member being terminated. The terminated member will be required to return promptly any Center property currently in their possession. A terminated member will remain liable for all dues and other indebtedness incurred until their membership anniversary date. Use of Center facilities is available only to member in good standing and their guests. A member in good standing is one who has no outstanding member hip dues or center charges over 30 days old, or has no reports of misconduct in his/her personal file. Kinetics retains the right to maintain confidential copies of personal data on file. **Everyone must treat each other in a respectful and courteous fashion.*

Changes to This Agreement: The Center's membership Application and Agreement, Rules, Regulations and Center Policies, and Terms and Conditions of Center Membership are the entire agreement between the Center and the member. Any changes to these documents must be in writing and signed by an authorized office of Kinetics. In the event any part of these agreements is found in court to be invalid or unenforceable, such part shall be deemed stricken and the remainder of the documents shall remain in full force and effect. Failure to abide by these documents may result in termination of membership.

Leave of Absence: A member may request a leave of absence from the Center by submitting a written notice received by the Center at least 30 days prior to the agreement anniversary date. A leave of absence may also be granted at any time as described in "Rights to Pre-Mature Cancellation" If the member reapplies after one (1) year but less than three (3) years following the effective date of the leave of absence. If the member left the Center in good standing, a member will be readmitted to the Center within one (1) year following a grant of a leave of absence, if the member pays an amount equal to all monthly dues which would have been due from the effective date of the leave of absence to the date of readmission. Any requests for readmission are subject to review and approval by Kinetics Management.

Freezes:

Medical Freeze: In lieu of cancellation for medical reasons, as stated above, member may request a temporary medical freeze according to item 1 under Right to Pre-Mature Cancellation.

General Freeze: Memberships may be placed on a freeze for a period of 1 month. This will be allowed only two (2) times in a twelve (12) month period and a written notice, 30 days prior to freeze, is required.

Cessation of Services: In the event that Kinetics relocated or closes the facility, Kinetics will be obligated to find a substantially similar facility which will assume the membership agreements or to provide member with a pro rata refund for the portion of service not received.

AGREEMENT AND RELEASE OF LIABILITY: In consideration of being allowed to participate in exercise activities at KINETICS FITNESS FOR LIFE, to use its' facilities, equipment, and machinery in addition to the payment of any fee or charge, I do hereby waive, release, and forever discharge KINETICS FITNESS FOR LIFE and its owners, agents, employees, representatives, executors, and all others from any and all responsibilities or liability from injuries or damages resulting from my participation in any activities, or my use of equipment or machinery in the above-mentioned activities. I do also hereby release all of those mentioned, and any others acting upon their behalf, from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf, or in any way arising out of or connected with my participation in any activities of KINETICS FITNESS FOR LIFE or the use of any equipment at KINETICS FITNESS FOR LIFE. I understand and am aware that strength, flexibility, and aerobic exercise, including the use of equipment, are 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 equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment or machinery except as hereinafter stated. 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 recommendation s 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, and utilization of equipment and machinery in my activities.

INFORMED CONSENT FOR EXERCISE PARTICIPATION: I desire to engage voluntarily in the Kinetics exercise program. I understand that the activities are designed to place a gradual increasing work load on the cardiorespiratory system and to thereby attempt to improve its function. The reaction of the cardiorespiratory system to such activates cannot be predicted with complete accuracy. There is a risk of certain changes that might occur during or following exercise. These changes might include abnormalities of blood pressure or heart rate. I understand that the purpose of the exercise program is to develop and maintain cardiovascular fitness, body composition, flexibility, and muscular strength and endurance. Specific exercise programs are available based on my needs, interests, and if necessary my doctor's recommendations. All exercise programs include warm-up exercise at target heart, and cool-down. The programs may involve walking, jogging, swimming, or cycling; participation in exercise fitness, rhythmic aerobic exercise, or choreographed fitness classes; or calisthenics or strength training. All Programs are designed to place a gradually increasing work load on the body in order to improve overall fitness. The rate or progression is regulated by exercise target heart rate and perceived effort of exercise. I understand that I am responsible for monitoring my own condition throughout the exercise program and should an unusual symptom occur, I will cease my participation and inform the instructor of the symptoms. In signing this for, I affirm that I have read this form in its entirety and that I understand the nature of an exercise program. I also agree that my questions regarding an exercise program have been answered to my satisfaction. In the event that a medical clearance must be obtained prior to my participation in an exercise program, I agree to consult my physician and obtain written permission from my physical or sign an assumption of risk prior to the commencement of any exercise program. Also, in consideration for being allowed to patriciate in an exercise program at Kinetics, I agree to assume the risk of such exercise, and further agree to hold harmless Kinetics and its staff members conducting the exercise program from any and all claims, such losses, or related causes of actions for damages, including, but not limited to, such claims that may result in death, accidental or otherwise during, or arising in any way from the exercise program.

Printed Name: _____

Member Signature: _____ **Date:** _____

Guardian Signature (if under 18 required): _____ **Date:** _____

Kinetics Staff Signatures: _____

Supervisor/Coordinator Signature: _____