



10408 MONTGOMERY AVE KENSINGTON, MD 20895

(303) 883-4364

WWW.SPIRIT-CLUB.COM

WELCOME!

Member Name: _____

Date: _____

Address: _____

Responsible Party: _____

City/State/Zip: _____

Address: _____

Phone(s): _____

City/State/Zip: _____

Email: _____

Phone(s): _____

DOB: _____ Height: _____

Email: _____

Agency Affiliation(s): _____

Additional Emergency Contact (Name/Phone): _____

PHYSICAL ACTIVITY READINESS QUESTIONNAIRE	Yes	No
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1. Has your doctor ever said that you have a heart condition and that you should only perform physical activity recommended by a doctor?		
2. Do you feel pain in your chest when you perform physical activity?		
3. In the past month, have you had chest pain when you were not performing any physical activity?		
4. Do you lose your balance because of dizziness or do you ever lose consciousness?		
5. Do you have a bone or joint problem that could be made worse by a change in your physical activity?		
6. Is your doctor currently prescribing any medication for your blood pressure or for a heart condition?		
7. Do you know of any other reason why you should not engage in physical activity?		

Physical Injuries/Concerns: _____

Past Surgeries: _____

Diagnosis: _____

Sensitivities/Relevant Behaviors: _____

Member is capable of independently following visual/verbal instructions: Y / N

Additional notes: _____

How did you hear about Spirit Club? _____



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PROGRAM ENROLLMENT

GROUP CLASSES	CUSTOMIZED TRAINING
Classes per week: <u>1</u> / <u>2</u> \$89.99/mo. \$169.99/mo.	Session type: <u>Spirit Training</u> / <u>Spirit Partner</u> / <u>Spirit Mentor</u> \$65/hr \$40/hr/person \$44/hr
Class 1, Location & Time: _____	5-pack 10-pack
Class 2, Location & Time: _____	
MONTHLY MEMBERSHIP FEE: \$ _____	PACKAGE PRICE: \$ _____

Alternate Payment Requested (circle if applicable)

Respite LISS Spirit Club Foundation Other

Signature of Member/Guardian: _____

This agreement incorporates between "Member" and "Spirit Club" according to the Terms & Conditions provided below

Terms & Conditions

APPEARANCE RELEASE - SPIRIT Club will only release my appearance in order to encourage community inclusion & integration. I hereby waive any right of inspection or approval of my appearance or to the uses to which such appearance may be put. I waive any right to reimbursement, compensation or other remuneration for SPIRIT Club's use of my appearance. I acknowledge that I may revoke this release with written request to SPIRIT Club, however, a revocation will be effective only as to any *future* uses of appearance, and does not require SPIRIT Club to cease using promotional materials already in use. Check the box below if you (Member, member's guardian or representative signing this agreement, hereinafter referred to as "the Member") **DO NOT** authorize SPIRIT Fit & Health (hereinafter referred to as "SPIRIT Club") to release/obtain the photos, videotape and stories of the member for use in SPIRIT Club publications such as the SPIRIT Club website and/or social media outlets for public relations and marketing.

GENERAL PROVISIONS - The Member 1) agrees that SPIRIT Club will provide the services indicated above to the Member 2) agrees that the Member will pay SPIRIT Club for the amount indicated under "Program Enrollment" 3) accepts that there are no guarantees as to the efficacy of SPIRIT Club services 4) understands that the Member must cancel any Customized Training session at least 24 hours in advance in order to avoid being charged for that session 5) acknowledges that they are legally qualified to sign documents on behalf of the Member 6) accepts that it is the responsibility of the Member to present written submission to the SPIRIT Club regarding updates and/or changes to the "Member Information" section of this form, and acknowledges that unless updates are reported & submitted prior to any training or session, this contract shall remain valid for all subsequent programs and services provided.

MEMBER'S PHYSICAL CONDITION - The undersigned acknowledges that 1) the information provided on the "Member Information" sheet is accurate 2) the Member is voluntarily engaging in physical exercise 3) the Member has no physical or mental health problems, including, without limitation, any cardiovascular, neurological, disease or other condition that will prevent the Member from exercising or participating in, and/or using any Session, equipment, facilities, programs, Group Classes, Customized Training, activities and/or other services or events provided by, or sponsored by, any SPIRIT Club Entity whether on or off SPIRIT Club premises without injury to the Member or impairment to the Member's health 4) the Member has consulted a licensed physician concerning an exercise program that will not subject the Member to risk of injury or impairment to health, and the Member's physician has approved the Member's contemplated participation in SPIRIT Club programs 5) the Member has disclosed special exercise requirements or limitations to SPIRIT Club 6) the Member confirms a negative response to the following questions, or if response is positive, the Member has followed up with a licensed physician confirming that participation in Spirit Club programs is approved according to the doctor's medical expertise: i. Has your doctor ever said that you have a heart condition and that you should only perform physical activity recommended by a doctor? ii. Do you feel pain in your chest when you perform physical activity? iii. In the past month, have you had chest pain when you were not performing any physical activity? iv. Do you lose your balance because of dizziness or do you ever lose consciousness? v. Do you have a bone or joint problem that could be made worse by a change in your physical activity? vi. Is your doctor currently prescribing any medication for your blood pressure or for a heart condition? vii. Do you know of any other reason why you should not engage in physical activity?

GROUP CLASS MEMBERSHIP - As a Group Class member on the auto-pay system, the Member may request to cease their Membership agreement at any time by submitting a written request to the Spirit Club. Upon receipt of a request to cease the Membership, Spirit Club will cease billing within 24 hours, and the Member will be eligible to participate in classes only through the end of that month. The responsibility falls on the Member to submit a written request to terminate the Membership agreement. If the Member is unable to attend classes, and the Member or Member's guardian/representative is unable to submit a written request or contact Spirit Club about termination due to debilitation, Spirit Club will reimburse the Member for payments that took place after debilitation of the Member or Member's guardian for up to 6 months, given that the Member can provide supporting documentation that the Member and/or Member's guardian/representative was unable to submit a written request to terminate the Membership agreement. SPIRIT Club is responsible for offering Group Classes classes over a minimum of 48 weeks per year. Up to 4 weeks of classes per year may be cancelled due to holidays, inclement weather, or any other circumstance, and for Member convenience, Spirit Club will make all efforts to provide at least 24 hours of notice before a class cancellation. For Group Class enrollment, the Member must commit to attend specific weekly class(es) that must be identified upon enrollment. In order to attend any class other than the one(s) originally specified, the Member must submit a written request, and the Member must receive written approval from a Spirit Club staff member. In order to ensure the safety of Spirit Club Members, Spirit Club retains the right to refuse participation to Members who have not received written approval from Spirit Club to participate in a class other than the class(es) identified upon enrollment.

WAIVER & RELEASE OF LIABILITY - The undersigned 1) waives any and all claims and rights that the Member may now or hereafter have against the SPIRIT Club or any SPIRIT Club employee, independent contractor, vendor or other individual affiliated with the SPIRIT Club, for any loss; and 2) releases, discharges, holds harmless & indemnifies the SPIRIT Club and any SPIRIT Club employee, independent contractor, vendor or other individual affiliated with the SPIRIT Club, and covenants not to sue the SPIRIT Club or any SPIRIT Club employee, independent contractor, vendor or other individual affiliated with the SPIRIT Club, with respect to, any and all now existing or hereafter arising claims, losses, injuries (including, without limitation, death), causes of action, suits, judgements, demands, fees, costs, expenses (including, without limitation, attorneys' fees, costs, and expenses), damages, and other liabilities with respect to any loss. 3) understands that SPIRIT Club makes no medical claims nor warrants any results from participation in SPIRIT Club programs 4) acknowledges that SPIRIT Club has represented to me that its personnel have no expertise in diagnosing, examining, or creating special plans of exercise for individuals with medical conditions, and that SPIRIT Club cannot determine the effect of any specific exercise on any medical condition 5) recognizes and agrees to assume the risk of injury or illness arising out of the Member's participation with the SPIRIT Club, and in SPIRIT Club programs.

SCHOLARSHIPS / OUTSIDE FUNDING - Outside funding may be used to pay for Spirit Club services. The Member must receive written confirmation from the outside funding party prior to receiving the discounted rate from the Spirit Club.