



## METHODIST HEALTH SYSTEM FITNESS CENTERS EXERCISE RELEASE AND WAIVER

The facilities, equipment and activity programs offered by Methodist Health System's Fitness Centers; the Methodist Health System d/b/a Methodist Hospitals of Dallas (Folsom Fitness & Rehab) and Methodist Health System d/b/a Methodist Charlton Medical Center Fitness Center), (both together hereinafter referred to as "Fitness Center(s)") offer memberships to Methodist Health System Employees and to the Community. Because the programs and the use of equipment can be very strenuous, participation creates inherent risks which could lead to bodily injury, impairment, disability, or even death. Therefore, the staff requests your assistance in assuring the facilities and the equipment are used properly so that the risks are minimized.

I, \_\_\_\_\_, acknowledge the existence of risks in connection with my participation in the Fitness Centers programs and activities. Potential risks include such things as sprained ligaments, strained muscles, broken bones, heart attacks, stroke, and even death. I knowingly and freely assume such risks, both known and unknown, in reliance upon my own judgment and ability, and agree to accept complete and total responsibility for any injuries sustained by me in the course of my use of the Fitness Center's equipment, programs, and activities. **I understand that I should consult with my personal physician before I begin or continue any exercise program.** I fully recognize that I am responsible for knowledge of my own state of health at all times and use the Facility, participate in activities and do exercises, all at my own risk.

I acknowledge that neither the Fitness Centers, nor any of their Agents, advisors or employees, are expected or required to provide training on any of the equipment in the Facility or to provide training materials, unless specifically requested.

I acknowledge that Methodist Health System and the Fitness Centers, their directors, officers, agents, contractors, advisors subcontractors or employees make NO representations or warranties about the condition of the Fitness Centers or of the equipment.

I acknowledge the existence of the need for certain rules concerning the use of the equipment, facilities, and other procedures related to activities at the Fitness Centers. I agree to fully abide by those rules and regulations as they are amended from time to time and to make every effort to assure that the equipment and the facilities are kept in a safe and usable condition.

I further acknowledge that the Fitness Centers are not routinely monitored by staff or by any visual device and I am willing to assume that risk. I understand and acknowledge that neither the Fitness Centers, nor their agents, advisors or employees, represent that their employees, personnel or agents have expertise in diagnosing, examining or treating medical conditions of any kind.

**I UNDERSTAND THAT MY PARTICIPATION AT THE FITNESS CENTER IS VOLUNTARY AND AT MY OWN RISK AND AS SUCH, I HEREBY FULLY AND EXPRESSLY RELEASE AND FOREVER DEFEND, INDEMNIFY AND HOLD**

**PLEASE SIGN THE BACK**



**HARMLESS METHODIST HEALTH SYSTEM AND THE FITNESS CENTERS, THEIR DIRECTORS, OFFICERS, AGENTS, CONTRACTORS, ADVISORS SUBCONTRACTORS OR EMPLOYEES FROM ANY AND ALL LIABILITY, COSTS, CLAIMS, INJURIES, HARM, DAMAGE, OR EXPENSES WHATSOEVER, WHETHER OR NOT BASED ON NEGLIGENCE, INCLUDING STRICT LIABILITY, RESULTING FROM ANY AND ALL INJURIES, DEATH, PROPERTY LOSS OR DAMAGE RESULTING FROM USE OR ENTRY INTO THE FACILITY, USE OF THE EQUIPMENT, AND OR PARTICIPATION IN ANY ACTIVITIES AND OR PROGRAMS.**

Under no circumstances are Children under the age of 18 years of age allowed to use the Fitness Center equipment. Children 14 or older may attend Fitness classes with the supervision of their parent & must be a member.

By signing this, I acknowledge that there has been no promise, agreement, warranty or representation concerning the safety or liability of the Fitness Center or its equipment, I also acknowledge that I am medically sound and physically fit to participate in the Fitness Center activities and equipment.

I acknowledge I have read this Exercise Release and Waiver, and acknowledge my understanding and full agreement to its terms.

\_\_\_\_\_  
Signature of Member

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hospital Signature

\_\_\_\_\_  
Hospital Printed Name

\_\_\_\_\_  
Date