

- a) SFHC-Fitness Center will rely on the foregoing warranty in issuing the Membership.
- b) SFHC-Fitness Center shall have no obligation to perform a fitness assessment or similar testing to determine the Member's physical condition.
- c) If any fitness assessment or similar testing is performed by the SFHC-Fitness Center, it is solely for the purpose of providing comparative data with which the Member can track progress in a program and is not for diagnostic purposes.
- d) SFHC-Fitness Center shall not be subject to any claim, demand, or injury whatsoever on account of SFHC-Fitness Center's evaluation or interpretation of such fitness assessment or similar testing.
- e) SFHC-Fitness Center shall not be liable for any injury arising out of the member's disability impairment or ailment preventing him/her from engaging in active or passive exercise, or that would be detrimental or adverse to such person's health, safety or physical condition if he/she does so engage or participate. Each member and guest should be aware of his/her medical history and should consult with a physician prior to engaging in exercise or continuing to exercise if a medical condition appears or appears to be developing.

3. LIABILITY AND WAIVER OF LIABILITY.

Each member of the SFHC-Fitness Center shall be liable for any property damage and/or personal injury (caused by the Member, Member's Family, Guest or any other person) at the SFHC-Fitness Center or any activity or function operated, arranged or sponsored by the SFHC-Fitness Center. It shall be the obligation of the member to pay for any costs involved upon presentation of a statement thereof. Any and all use of the SFHC-Fitness Center Facilities, or participation in, the SFHC-Fitness Center, activities operated, arranged or sponsored by the SFHC-Fitness Center either on or off the SFHC-Fitness Center's premises by the Member, Member's Family or Guest(s) shall be AT SUCH PERSON'S OWN RISK, and the SFHC-Fitness Center shall not be liable for any injuries or damages to such person, or the property of such person, or be subject to any claim, demand, injury or damages. The Member individually, and on behalf of the Member's personal representative, heirs, administrators, assigns and successors does here by expressly forever release and discharge the SFHC-Fitness Center, its successors and assigns, as well as its officers, agents and employees from all such claims, demands, actions, or causes of action.

4. SUSPENSION/TERMINATION OF MEMBERSHIP BY MANAGEMENT.

Management has the right to suspend and/or terminate any membership for non-payment of dues, fees, or for behavior inimical to the enjoyment of the SFHC-Fitness Center by other members and staff for any reason deemed sufficient in the sole discretion of Management.

5. ACCESS PRIVILAGES

SFHC-FITNESS CENTER will provide access to the building using a cardlock and/or keycode system. I acknowledge that supervision is not always be provided at the facility and is monitored 24 hours by video surveillance. I acknowledge that use of my access privileges to the facility by someone other than myself will result in loss of membership without refund. _____ **Initials**

These rules, bylaws and agreement constitute the entire and exclusive membership agreement between the parties. Any promise, representation, understanding, oral or written, pertaining directly or indirectly to the agreement, which are not continued herein, are hereby waived.

I certify that I have received a copy of the Rules, Bylaws and Release of Liability; have read and understand them.

Signature of Guest Member

Date

Payment Summary:

\$ _____ **Total Payment upon Enrollment**

Payment method:

_____ **Cash**
_____ **Check #** _____
_____ **Credit Card**