

# FIT@DTC

## Membership Agreement

**8775 E Orchard Rd, Ste 819, Greenwood Village, CO 80111 303-792-9899 INFO@FITDTC.COM**

Name:	Date of Birth:	Name:	Date of Birth:
Name:	Date of Birth:	Name:	Date of Birth:
Home address:		City/state/zip:	Phone:
Work address:		City/state/zip:	Phone:
Preferred e-mail contact:		Emergency Contact Name:	EMR Contact Phone:
Today's Date: _____ Effective Enrollment Date: _____ <input type="checkbox"/> Full Membership <input type="checkbox"/> Trainer Client Membership <input type="checkbox"/> Individual <input type="checkbox"/> Couple <input type="checkbox"/> Family <input type="checkbox"/> Minor <input type="checkbox"/> Corporate		Payment Method: VISA, MC, AMEX, Check, Cash Check #: _____ Card #: _____ Exp Date: _____ Monthly Fee: _____ Yearly Fee: _____	

### Member Agreement

1. FITDTC, LLC (also known as "FIT@DTC") operates the fitness facility located at the above address.
2. Billing and renewal: If paying monthly by check please make payment in person or mail to the address above by the first of each month in advance. If paying by credit card sign at bottom of page to authorize FIT@DTC to debit your designated credit card for your monthly dues. Billing will occur on or about the 1<sup>st</sup> of each month for the upcoming month.
3. Late fee: If FIT@DTC is unable to collect your monthly dues from this source, or does not receive your check for any reason by the fifth of the month, FIT@DTC will assess a \$15 late fee penalty. FIT@DTC may revoke Access Card / use privileges to any member who is delinquent in making a payment.
4. Replacement Access Card fee: if member loses or for any reason needs a replacement Access Card a new card will be issued and the member assessed a \$15 fee.
5. Cancellation: Members may cancel their membership for any reason at anytime. Cancellation notification to FIT@DTC is required by the last day of the month in order to avoid billing charges for the upcoming month. No refunds (pro rata or otherwise) are made to members who cancel their memberships. However, new members may cancel this Agreement without penalty or further obligation by delivering a cancellation notice in person by midnight of the third business day after a receipt of a copy of this agreement; at such time, FIT@DTC will refund any membership fees paid by the new member. For members using credit card payments, FIT@DTC will require a 30-day notice to act on cancellation notification or until payments due under this contract have been made.
6. Change in fee notification: FIT@DTC reserves the right to change its fee structure. Members will be notified of all material fee changes 15 days before they go into effect.
7. Guest fees: Members may purchase one-day guest passes for the fee of \$15.
8. Members/Guests must agree to and completely, correctly and accurately fill out the attached Waiver, Release of Liability and Indemnity Agreement, and Par-Q Physical Fitness Questionnaire.
9. Members/Guests must read and agree to abide the *Fitness Center Rules* at all times. While the current version is attached, these rules and procedures may be modified at anytime by the Center. *Fitness Center Rules* will be emailed to all members when they are updated. All new members must attend a brief facility/equipment orientation session prior to first use of the facility.
10. Trainer Client Membership: Members/Guests acknowledge and agree that any personal trainer hired by Members/Guests is not an employee or agent of FIT@DTC, that such trainer may not make representations or agreements binding on FIT@DTC, and that FIT@DTC is not responsible for trainers' acts, omissions or conduct.

### FIT@DTC Rights to Cancel

FIT@DTC may cancel this contract, without refund for any paid dues, for any of the following reasons: (i) member's non-compliance with any of the facility rules and regulations (including the *Fitness Center Rules*); (ii) member's failure to make payments in a timely manner; or (iii) member's allowing others to use his/her Access Card.

### Authorization Agreement for Preauthorized Payments

I (We) hereby agree to all of the terms of the above Membership Agreement and authorize FIT@DTC to initiate debit entries (and corrections thereto if needed) to my (our) charge card account indicated above. This authority is to remain in full force and effect until FIT@DTC has received written notification from me of its termination.

Member Name \_\_\_\_\_ Date: \_\_\_\_\_

Member Signature \_\_\_\_\_ FIT@DTC signature \_\_\_\_\_

## Physical Activity Readiness Questionnaire (PAR-Q & YOU)

Regular physical activity is fun and healthy, and increasingly more people are starting to become more active every day. Being more active is very safe for most people. However, some people should check with their doctor before they start becoming much more physically active.

If you are planning to become more physically active than you are now, start by answering the seven questions in the box below. If you are between the ages of 16 and 69, the PAR-Q will tell you if you should check with your doctor before you start. If you are over 69 years of age, and you are not used to being very active, check with your doctor.

Common sense is your best guide when you answer these questions. Please read the questions carefully and answer each one **honestly YES or NO**.

Yes No	1	Has your doctor ever said that you have a heart condition <u>and</u> that you should only do physical activity recommended by a doctor?
Yes No	2	Do you feel pain in your chest when you do physical activity?
Yes No	3	In the past month, have you had chest pain when you were not doing physical activity?
Yes No	4	Do you lose your balance because of dizziness or do you ever lose consciousness?
Yes No	5	Do you have a bone or joint problem that could be made worse by a change in physical activity?
Yes No	6	Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure or heart condition?
Yes No	7	Do you know of any other reason why you should not do physical activity?

If you answered... <b>YES TO ONE OR MORE QUESTIONS</b>	If you answered... <b>NO TO ALL QUESTIONS</b>
<p>Talk to your doctor by phone or in person <b>BEFORE</b> you start becoming much more physically active or <b>BEFORE</b> you have a fitness appraisal. Tell your doctor about the PAR-Q and which questions you answered “YES.”</p> <ul style="list-style-type: none"> <li>You may be able to do any activity you want, as long as you start slowly and build up gradually. Or, you may need to restrict your activities to those which are safe for you. Talk with your doctor about the kinds of activities you wish to participate in and follow his/her advice.</li> <li>Find out which community programs are safe and helpful for you.</li> </ul>	<p>If you answered “NO” honestly to <u>ALL</u> questions, you can be reasonably sure that you can:</p> <ul style="list-style-type: none"> <li>Start becoming much more physically active—begin slowly and build up gradually. This is the safest and easiest way to progress.</li> <li>Take part in a fitness appraisal—this is an excellent way to determine your basic fitness so that you can plan the best way for you to live actively.</li> </ul> <hr/> <p><b><i>DELAY BECOMING MUCH MORE ACTIVE IF...</i></b></p> <ul style="list-style-type: none"> <li>You are not feeling well because of a temporary illness such as a cold or fever—wait until you feel better, or</li> <li>You are or may be pregnant—talk to your doctor before you start becoming more active.</li> </ul>

**PLEASE NOTE:** If your health changes so that you then answer YES to any of the above questions, tell your fitness or health professional. Ask whether you should change your physical activity plan.

**Informed use of the PAR-Q:** FITDTC, LLC and their agents assume no liability for persons who undertake physical activity, and if in doubt after completing this questionnaire, consult your doctor prior to physical activity.

**NOTE:** If the PAR-Q is given to a person before he or she participates in a physical activity program or a fitness appraisal, this section may be used for legal or administrative purposes.

I have read, understood, and completed this questionnaire. Any questions I had were answered to my full satisfactions.

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

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

**If 18 or under, signature of parent or guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **FIT@DTC WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

I, the undersigned, acknowledge the inherent risks involved when using any type of fitness equipment in the FITDTC, LLC (herein "FIT@DTC") facility, and in all sports and training sessions relating therein. Accordingly, as consideration in exchange for being allowed to participate in the activities at FIT@DTC, I agree to the following:

1. I acknowledge and fully understand that I will be engaging in activities that involve risk of serious injury or bodily harm, which may include permanent disability and even death, and severe social and economic losses which might result not only from my actions, but also from the action, inaction, or negligence of others, the rules of play, or the conditions of the premises, or any equipment used, and further that there may be risks not known to me or not reasonably foreseeable by me. I acknowledge and fully understand that my personal health and physical condition may render the use of the facilities at FIT@DTC inappropriate or dangerous to myself and that it is my responsibility to obtain an examination and medical clearance by my personal physician before undertaking any activity at FIT@DTC which may put me at risk.
2. **I EXPRESSLY ASSUME ALL RISKS FOR INJURY, INCLUDING DEATH, WHICH MAY OCCUR IN CONNECTION WITH MY PARTICIPATION IN ANY ACTIVITIES AT FIT@DTC.**
3. I agree that prior to participating in any activity at FIT@DTC, I will inspect the facilities there and all equipment to be used, and if, through my inspection, I determine that anything related to that activity is unsafe, I will immediately advise the staff of this unsafe condition and will not participate in the use of the facilities until the condition is corrected.
4. I warrant that all of my answers on my Physical Activity Readiness Questionnaire are complete and accurate and that I am unaware of any medical condition which might make it inappropriate for me to exercise at FIT@DTC.
5. I agree to assume all the foregoing risks and accept full responsibility for my own damages following, injury, permanent disability, or death at FIT@DTC.
6. I release, waive, discharge, and agree not to sue FIT@DTC, it's owners, agents, affiliates, associates, officers, managers, independent contractors, directors and employees (collective "Releasees") from demands, losses, or damages on account of any bodily injury, death or property damage caused or alleged to be caused in whole or in part by Releasees or any other party's actions, inactions, or otherwise. I also agree to indemnify Releasees from any and all third party claims caused in whole or in part by my actions.

7. I acknowledge and understand that in some circumstances it is possible the facility may a) be unable or fail to summon 911 emergency assistance for me, b) be unable or fail to render appropriate first aid or cardio-pulmonary resuscitation to me, or c) be unable or fail to activate automated external defibrillator (“AED”) devices for my benefit. I consent to emergency care and transportation in order to obtain such treatment in the event of injury to me as FIT@DTC may deem appropriate. This release extends to any liability arising out of or in any way connected with the medical treatment and transportation of me, or the failure to treat or transport me, in the event of an emergency.
  
8. I expressly agree that the terms of release and indemnity contained herein are intended to be as broad and inclusive as permitted by the laws of the state of Colorado. Any provision or portion of this Waiver, Release and Indemnity Agreement found to be invalid by the courts having jurisdiction shall be invalid only with respect to such provision or portion. The offending provision or portion shall be construed to the maximum extent possible to confer upon the parties the benefits intended thereby. Said provision or portion, as well as the remaining provisions or portion hereof, shall be construed and enforced to the same effect as if such offending provision or portion thereof had not been contained herein. I further agree that any claims or causes of action which arise out of this agreement shall be instituted and litigated only in the state courts of Arapahoe County, Colorado.

**I have read the above Waiver, Release, and Indemnity and understand that by signing below, I have given up substantial rights.**

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

## FITNESS CENTER RULES: Members

FIT@DTC, LLC 8775 E Orchard Rd, Ste 819, Greenwood Village, CO 80111 303-792-9899 info@fitdttc.com

The following rules and procedures for Members describe some of the terms and conditions under which the Trainer/Member is granted access to the Center's facilities. These Fitness Center Rules are subject to change with or without notice.

### General Facility Rules

- **Members must swipe their membership card upon entrance to facility, even if door is held open.**
- **All** members and their guests must have a signed Par-Q, informed consent and waiver of liability/express assumption of risk on file prior to participation.
- Proper exercise attire – including clean shirts, gym pants and toe-enclosed athletic shoes must be worn in the exercise areas.
- No food, beverages, profanity, smoking, loud music, or loud noises are allowed in the club – plastic water bottles permitted.
- **Members must clean equipment after each use.** Disinfectant spray bottles and cleaning towels are dispersed in the facility.
- Members must keep the entrance door locked at all times
- Report injuries and equipment failures to club management; **303-792-9899, Heather Altshuler, Fitness Center Director**

### Cardiovascular Equipment

- **Treadmills:** Treadmills allow you to walk/run in place using a belt-driven-motor. Before beginning a workout on a treadmill:
  - Make sure the treadmill belt is stationary.
  - Make sure to tie your shoes, secure personal stereos and dangling jewelry.
  - Make sure the treadmill is plugged into the wall and the display is lit.
  - Straddle the belt with your feet on each side of the treadmill and off the belt before programming your workout or starting the treadmill. Then as the treadmill reaches a speed of 1.0 mph begin walking on the belt while holding onto the side rails.
  - When finished, be sure to let the belt slow down before dismounting but while you continue to complete your activity but on a decelerating basis to 1.0 mph.
  - **NEVER** attempt to mount a treadmill while the belt is running at a speed greater than 1.0 mph.
- **Bikes:** Bikes (both upright and recumbent) work when you begin to pedal. Before beginning a workout on a bike:
  - Adjust your seat height -there should be a slight bend at the knee when your leg is fully extended.
  - Use the foot straps to prevent slipping and improve on biomechanics efficiency.
  - Make sure to tie your shoes, secure personal stereos and dangling jewelry.
- **Ellipticals/Cross-Trainers:** Crosstrainers (both total and lower body) work when you begin to pedal. Before beginning a workout on a crosstrainer:
  - Make sure to tie your shoes, secure personal stereos and dangling jewelry.
  - Keep both feet flat on pedals while using.
  - Make sure pedals come to a complete stop before dismounting.

### Strength Machine Equipment

- All strength machines are designed to perform 1 or 2 basic movements. Adjust the equipment for your size and range of motion. Before beginning a workout with the strength machine equipment:
  - Adjust the seat to your appropriate level.
  - Adjust the weights to your appropriate level.
  - Secure all loose clothing, personal stereos, and dangling jewelry.
  - Abide by all posted cautions and warnings on the equipment
  - Keep hands and feet away from weight stacks, moving parts, and cables while in motion. Use appropriate hand and foot grips.
  - **NEVER** sacrifice proper form to lift more weight.
  - Never use equipment that appears to be malfunctioning.
  - Do not try to adjust or modify the equipment with additional weight, cables, or the like.

Member's initials \_\_\_\_\_ Date: \_\_\_\_\_

FIT@DTC's initials: \_\_\_\_\_ Date: \_\_\_\_\_

**Free Weight Strength Equipment**

- Free weights are designed to give you total range of motion in a movement. Free weights include the dumbbells, barbells, weight plates, and racks. Before beginning a workout with free weights:
- Secure all loose clothing, personal stereos, and dangling jewelry.
- Adjust the weights to your appropriate level.
- Abide by all posted cautions and warnings on the equipment
- **NEVER** sacrifice proper form to lift more weight.
- Never use equipment that appears to be malfunctioning.
- **Always lift with a spotter (someone who is able to assist you with the weight). If you are lifting alone and during non-staffed hours, never try to lift free weights on a bench – use the SMITH machine.**
- **NEVER drop** or throw weights. Use appropriate bar racks and standards.
- **Always replace weights when finished. Weights on the floor present a tripping hazard.**

**Security**

The FIT@DTC Fitness Center is under 24-hour video surveillance but is not continuously monitored. Whether you are working out, entering/leaving the building/restrooms, your activities are recorded by this system. This video system is used for security purposes. The surveillance system does not protect you from harm in or on the building premises and is not monitored continuously on a real time basis. You must use caution when entering or leaving the building. A courtesy telephone is available and Emergency phone numbers are posted for your use if you feel threatened or witness suspicious activity. Do not allow access to individuals who knock on the door, as doing so may put you at risk for injury or harm, and could result in you losing your membership privileges. There are security “bracelets” with panic buttons available for you to wear at any time within the building. These are designed to signal authorities in the event you feel either threatened or you are in need of medical help. They are located on the wall by the entrance door – put one on when you enter the building and before commencing activity. If you do not do so, there may be no way to summon emergency help in the event that you need such assistance. The effectiveness of this device however is dependent on your ability to use it.

**Restrooms & Showering Room**

Lockable male and female restrooms are located in the rear hall. The single-shower changing room is located within the facility has a lock and should be used when you enter to change or shower. Please shower/change quickly as there is only one shower.

**Severe Weather**

In case of severe weather, please go immediately to the middle rear hallway where the male and female restrooms are located, close all doors and lay low to the ground. This area contains no windows and limited chance of flying debris.

**Injury and First Aid**

- For minor injuries (cuts, abrasions, etc) a first aid kit is located near the office door.
- For serious injuries that need medical treatment, dial the emergency numbers located next to the courtesy phone in either the bathroom or near office door. Additionally, use the panic button or security bracelets located on the wall by the front door.
- After the emergency is under control. Report all injuries to the Fitness Director by calling 303-792-9899.
- Fill out the accident/injury report form located near the office door.

**Power Outage**

In the event of a power outage, a flashlight is located in the bathroom cabinet. The door to the club has a fail save which will allow you to exit the club without power to the door strike. There are also emergency lights allowing you to see in case of a power outage.

**Fire/Gas Odors**

In the event you smell or see smoke, or gas odors, exit the building immediately. Call 911 from a cell phone or business nearby.

<b>I accept the complementary equipment orientation session. I will not work out until orientation is completed.</b>		
<b>Orientation Set Date:</b> _____ <b>Orientation Completed Date:</b> _____ <b>Orientation completed by:</b> _____		
<b>Member's</b>		
<b>Name:</b> _____	<b>Signature:</b> _____	<b>Date:</b> _____
<b>If 18 or under, name/signature of guardian.</b>		
<b>Name</b> _____	<b>Signature:</b> _____	<b>Date:</b> _____