

**PLEASE PRINT**

-Male -Female -Cell -Home

Participant's Name \_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_ PHONE # (\_\_\_\_)\_\_\_\_\_-\_\_\_\_\_  
Date of Birth -Cell -Home

Parent/Guardian's Name \_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_ PHONE # (\_\_\_\_)\_\_\_\_\_-\_\_\_\_\_  
Date of Birth

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ EMAIL: \_\_\_\_\_

**Questions #1-7  
pertain to Under 18  
Minor participant –  
Parent/guardian must  
answer for Minor.**

- ( ) Yes ( ) No
- ( ) Yes ( ) No
- ( ) Yes ( ) No
- ( ) Yes ( ) No
- ( ) Yes ( ) No
- ( ) Yes ( ) No
- ( ) Yes ( ) No

1. Has your doctor ever said you have a heart condition or recommended medically approved physical activity?
2. Do you often feel faint or have severe spells of dizziness or have you ever lost consciousness?
3. Do you ever feel pain in your chest when you do physical activity?
4. Have you been told your blood pressure was too high?
5. Do you have a bone or joint problem that could be made worse by a change in your physical activity?
6. Are you currently taking prescription medication for your blood pressure or a heart condition?
7. Is there any medical reason, not noted above, that you are aware of, that may impact your ability to participate in an activity or exercise program (such as recovering from surgery)?

*If I answered yes to one or more of these questions, I understand I should talk to my doctor before using the facilities and equipment at Franciscan Health Fitness Centers ("Club") because I may be at a higher risk for injury or adverse health consequences. If I choose not to talk to my doctor before using the facilities and equipment at the Club facilities, I acknowledge that I am choosing not to follow the recommendation of the Club for doctor approval and consultation. The Club and its affiliates do not assume any responsibility for my failure to so consult with my doctor and any adverse health consequences resulting therefrom.*

Consent to Photograph: I (or parent/guardian if member is under 18 years of age) grant permission to Club to publish and utilize photographs for inclusion in any publication authorized by Franciscan Health Fitness Centers ("Club") and/or Franciscan Alliance, Inc. If at any time I do not want to be included in any photos or videos, I will put my denial request in writing to the Club's Business Office. I (or parent/guardian if member is under 18 years of age) also understand that personal photos and/or videos can only be taken under the direct supervision of a Club employee and the photos and/or videos can only be taken of themselves or their guardian child as photos and video taping of any other persons within the Club is prohibited on Franciscan Alliance Inc. premises. I agree and understand that photos and videos that are taken by parent/guardian or participant cannot be used for any other purpose other than personal. I (or parent/guardian if member is under 18 years of age) also agree to allow Club to use photographs, negatives, images, reprints, and video tapes to be used for print advertising/marketing presentations to the public, through all media, including but not limited to television spots, web sites and/or display units. **The term "photograph" as used herein includes video or still photography, in digital or any other format, and any other means of recording or producing images.**

**COMPREHENSIVE WAIVER AND RELEASE (Under 18-MINOR)**

I am executing this Comprehensive Waiver and Release ("Waiver and Release") on behalf of and in my capacity as the parent or legal guardian of the minor identified below ("Minor") in consideration of (a) the Minor being permitted to participate in one or more activities associated with Franciscan Health Fitness Centers ("Club") and/or (b) the Minor being allowed access to all or any part of the Club premises, located at 810 Michael Drive, Chesterton, Indiana (the "Club"). I acknowledge, on behalf of Minor, that engaging in any physical exercise or activity carries with it risk of personal injury or even death and, to the extent that Minor engages in any physical exercise or activity at or uses any Club facility, Minor does so at Minor's own risk. This includes, without limitation, Minor's use of any locker room, pool, whirlpool, sauna, weight room, aerobics classroom, parking area, sidewalk or any equipment in the Club and it also includes Minor's participation in any activity, tournament, class, program or instruction associated in any way with the Club either at the Club's location or elsewhere. I agree on behalf of Minor that Minor is voluntarily participating in these activities and using these facilities and premises and Minor and I assume all risk of injury, death, illness, disease, damage or loss to Minor or to Minor's property that might result, including, without limitation, any loss, theft of or damage to any personal property.

Minor and I (and Minor's personal representatives, heirs, executors, administrators, agents and assigns) hereby release and discharge the Franciscan Alliance, Inc., Franciscan Health Fitness Centers, MyZone Limited and any affiliates, tenants, trustees, directors, officers, members, employees, agents, representatives, successors or assigns of any of the foregoing (collectively, "Releasees") from any and all claims or causes of action (known or unknown) arising out of any Releasee's negligence or other fault. This release of liability includes, without limitation, injuries or death to Minor which are alleged to have resulted from any Releasee's negligence or other fault or which may occur as a result of or in connection with (a) Minor's use of any exercise or fitness equipment or facilities which may malfunction or break; (b) any Releasee's alleged improper maintenance of or failure to maintain any exercise or fitness equipment or facilities, (c) any Releasee's alleged negligent instruction or supervision, or (d) Minor's slipping, tripping or falling while in the Club or on the Club's premises. This Waiver and Release also includes claims and liability from any cyber security breaches with use of any third party mobile apps and websites. I am waiving on behalf of Minor and myself any right that Minor or anyone acting on behalf of Minor may have to bring a legal action to assert a claim against any Releasee's negligence or other fault. In addition, I agree on behalf of Minor and myself to indemnify each Releasee for all reasonable attorneys' fees and costs incurred in enforcing this Waiver and Release in the event that Minor or anyone acting on behalf of Minor sues one or more of the Releasees.

I acknowledge and represent that I am the parent or legal guardian of Minor and that I have read this Waiver and Release on behalf of myself and Minor. I understand that it affects my legal rights and the legal rights of Minor and I represent that I have not relied upon any oral statements or representations of anyone to induce me to sign it.

\_\_\_\_\_  
(Signature of Parent or Legal Guardian on behalf of self and Minor) (Name of Minor)

\_\_\_\_\_  
Authorized By: Club Rep and/or M.O.D. (Manager On Duty) (Printed Name of Parent or Legal Guardian)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Date)