



2017 Toledo Onsite Fitness Center Membership Agreement & Waiver of Liability

Name _____ DOB _____ Location _____

PeopleSoft Employee ID (Mandatory - 6 digits) _____

Badge Number (Mandatory - 6 digits after asterisk on back of ID) _____*

Email _____ Phone _____ Department _____

MEMBERSHIP ENROLLMENT OPTIONS: The membership year is from January 1st 2017 through December 31st 2017. _

I wish to join the fitness center in the month selected below:

(\$48.00) JAN _____ (\$44.00) FEB _____ (\$40.00) MAR _____ (\$36.00) APR _____ (\$32.00) MAY _____ (\$28.00) JUN _____
(\$24.00) JUL _____ (\$20.00) AUG _____ (\$16.00) SEP _____ (\$12.00) OCT _____ (\$8.00) NOV _____ (\$4.00) DEC _____

Please select method of payment: _____ Payroll Deduction (Mercy Employees) _____ Cash
_____ Resident (Sponsored) _____ Check

PAYROLL DEDUCTION AUTHORIZATION

By signing below, I hereby authorize Mercy Health to take a one-time deduction of the amount corresponding to the month selected as a membership fee for the fitness center.

TERMS OF MEMBERSHIP AGREEMENT

Upon acceptance of this Agreement, I will receive all membership rights and privileges. I agree to abide by the Code of Conduct of the Fitness Center, which is subject to change without notice. I understand that my membership may be terminated by the Fitness Center if I am in violation of the Code of Conduct, conduct myself in a manner which management deems inappropriate or disruptive to others, or make false representations in this Agreement, or for any reason without notice at any time. Notwithstanding the previous sentence, I will be responsible for the payment of fees or other Fitness Center charges under this Agreement. The Fitness Center has the right to assign this Agreement and may close or relocate at any time subject to the provisions of applicable law. The Fitness Center has the right to schedule instructor led fitness classes which may limit availability. Times will be posted in advance.

ACCEPTANCE OF MEMBERSHIP AGREEMENT

This Agreement is the entire agreement pertaining to membership and supersedes any other promises, representations or understandings of any kind, whether written or oral. This Agreement is governed by the laws of Ohio. Whenever possible, each provision of this Agreement will be interpreted in a manner so that it will be effective and valid under applicable law, but if there is any provision of this Agreement which is prohibited or invalid under applicable law, such provision will be ineffective to the minimal extent of such prohibition or invalidity without invalidating the remainder of this Agreement, or the application of such provisions to other parties. I and other persons who are becoming members under this Agreement agree to be jointly and severally liable for our obligations under this Agreement, I understand this Agreement includes the provisions contained in these pages, including any Addendum that is attached and which are made a part of this Agreement. I agree that all legal claims and disputes by members and their guests against the Fitness Center and/or its owners, officers, directors, employees, agents, or affiliates (the "Fitness Center Affiliates") must be resolved through binding arbitration under the auspices of the American Arbitration Association in Toledo, Ohio, arbitrated by a member of the bar of Ohio, pursuant to the Association's rules and bylaws. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

EMPLOYEE WAIVER AND RELEASE

I acknowledge that my attendance at or use of the Fitness Center or participation in any of the Fitness Center's activities or programs, including my use of the Fitness Center's equipment and facilities, could cause injury to me. The foregoing risks include but not are limited to, risks associated with fitness equipment; weight lifting; strength training; use of locker rooms and parking, environmental; theft; contagion; and use of the Fitness Center's equipment, facilities or health and fitness advisory services. I hereby consent and give my permission that I may be treated for emergency medical care and first aid by medical staff. I hereby release the Fitness Center from any liability for any such decisions or actions as may be taken by them in connection with any treatment or first aid provided in connection with the sports, exercise and recreational activities. In consideration of the Fitness Center to permit me to become a member and to use the Fitness Center and its facilities, I assume all risks of personal injury, death, property loss or other damages which may result from or arise out of attendance at or use of the Fitness Center or participation in any of the Fitness Center's programs or activities. I, on behalf of myself and my guests, heirs, executors, administrators and assigns, fully and forever release and discharge the Fitness Center and the Fitness Center Affiliates from any and all claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated, resulting from or arising out of my attendance at or use of the Fitness Center or my participation in any of the Fitness Center's activities or programs, including those which arise out of the negligence of the Fitness Center and/ or the Fitness Center Affiliates. Further, I release and discharge the Fitness Center and the Fitness Center Affiliates from any and all liability for any loss, or theft of, or damage to personal property. I represent to the Fitness Center that I am physically fit to perform those activities which I may undertake at the Fitness Center and that I am solely responsible for all health risks associated with such activities. I understand that any evaluation or assessment of my physical fitness and any recommendation of activities made by the Fitness Center will not be a substitute for obtaining such evaluation, assessment or recommendation from my physician before undertaking a physical exercise program or engaging in any of the activities at the Fitness Center. I acknowledge that I have carefully read this Waiver and Release and fully understand that it is a waiver and release of liability.

Print Name _____

Signature _____

Date _____

*Please return the original signed document to the designated Fitness Center Dropbox located outside the fitness center. Forms will also be accepted through interoffice mail sent to your Region Employee Well-being Leader. No electronic submissions (fax or email) will be permitted. Students must obtain badge for access from St. Vincent security with a copy of their application. Please allow 5-7 business days for processing. Thank you.



Instructions

- Complete this form to waive workers' compensation coverage for voluntary participation in employer-sponsored recreational activities or fitness programs.
In the space provided, list all employer-sponsored recreational activities and fitness programs for which the employee wishes to waive workers' compensation coverage. Make a line through any blank spaces.
The employee must sign and date this form to acknowledge agreement.
The employer shall retain the original for his or her files and provide a copy to the employee.
The employer should submit a copy to BWC only when an employee files a claim for an injury or occupational disease sustained in the employer-sponsored recreational activity or fitness program. For further information call 1-800-644-6292.

Table with 2 columns: Employee name (please print or type) and Date. Row 1: EmployerName MERCY HEALTH, Risk number 20005685

Pursuant to Section 4123.01(C)(3) of the Ohio Revised Code (ORC), the employer and employee shall list those employer-sponsored recreational activities and fitness programs for which the employee wishes to waive all rights to compensation and benefits under Chapter 4123 of the ORC. The waiver must be signed and dated prior to the date of injury or, in an occupational disease claim, the date of disability. Should an employee sustain an injury or occupational disease in an employer-sponsored recreational activity or fitness program which is not listed, the employee may be eligible for workers' compensation benefits.

Recreational Activities
Exercise
Fitness programs
Personal Training
Group Fitness

The undersigned declares that he or she is a voluntary participant in the employer-sponsored recreational activities or fitness programs listed above. He or she hereby waives and relinquishes all rights to workers' compensation benefits under Chapter 4123 of the ORC for any injury or disability incurred while participating in the above activities or programs. This waiver is valid for two calendar years. The waiver may not bar any workers' compensation claim filed for death benefits by the employee's dependents.

Employee signature

Date signed