

>>>>> Section D <<<<<< - OTHER PROVISIONS AND AGREEMENTS

1. THIRD PARTY MANAGEMENT ON BEHALF OF DADE-COUNTY

NEW FITNESS CONCEPTS agrees to operate the club through the terms of this Agreement, which member may use on the terms and conditions outlined herein, the GENERAL RELEASE OF ALL CLAIMS AND ACKNOWLEDGMENT AGREEMENT and the GENERAL INFORMATION AND RULES FORM(s). Upon entry to the club, staff may require you to provide picture identification.

2. BUSINESS HOURS

Member may use the club during the regular business hours set by NEW FITNESS CONCEPTS per agreement with Miami-Dade County. Business hours shall be posted and may be changed from time to time under advanced notice.

3. TERMINATION OF MEMBERSHIP PRIVILEGES

Member's right to use the club is a shared right with all the other members and guests. Member agrees that Miami-Dade County through NEW FITNESS CONCEPTS may terminate this membership for any reasonable reason including but not limited to: failure to abide by the club's rules & regulations, unsafe behavior, fighting or improper acts directed at club staff or its members. NEW FITNESS CONCEPTS shall post or make known to member rules and regulations that apply to the use of the club. Member agrees to abide by such rules. The present and future rules and regulations are as much a part of this Agreement as if they were typed into it.

4. MEMBERSHIP PRICE INCREASES

Miami-Dade County through NEW FITNESS CONCEPTS reserves the right to increase the annual dues at any time with a minimum of 30 days advance notice to members. This Agreement and addendums will remain in effect, in its entirety, following such increase.

5. TRANSFERABILITY

This Agreement is not transferable to another County employee or entity.

6. REFUNDS

There are no refunds for time not used during a particular month. Please see cancellation policy.

7. THEFT

Miami-Dade County and NEW FITNESS CONCEPTS are not responsible for protecting member's valuables within the club. As such, member agrees that any member's valuables lost, stolen or damaged while in club shall be deemed member's responsibility and NOT club's. Miami-Dade County and NEW FITNESS CONCEPTS shall not reimburse member in any fashion for lost, damaged and/or stolen articles.

8. INDEMNIFICATION

Member warrants and agrees to the following: (1) that member is at least 18 years of age, (2) that member is aware that exercise requires strenuous efforts and has recently confirmed the status of member's health by medical examination and has no impairment or disability that would interfere with safely participating in a program of strenuous exercise, (3) that member agrees that injuries may occur in the club, whether caused by member or others within the club and assumes all personal risks of any such injury that may occur at the club in any way related to agents, employees and assigns from all liability, whether caused by the negligence of Miami-Dade County, NEW FITNESS CONCEPTS or some third party. This release unequivocally shall release Miami-Dade County and NEW FITNESS CONCEPTS of any liability for its own negligence and bar any claim of negligence against Miami-Dade County, NEW FITNESS CONCEPTS, its affiliates and employees from all claims, injuries and damages, present or future, anticipated or unanticipated, resulting from or arising out of member's use or intended use of the facilities, its programs and/or operations (inside or within the grounds of the facility) and/or by use of equipment **or participation in group exercise classes and activities inside or outside the premises of the club.**

9. LATE PAYMENTS

Miami-Dade County and NEW FITNESS CONCEPTS shall have the right to refuse membership to those failing to establish and maintain the agreed method of payment, for member's lack of funds, bounced checks, or similar circumstances.

10. ENTIRE AGREEMENT

This is the entire Membership Agreement. If any part of this Agreement is invalid, that part shall be ignored by both parties and the remaining part shall stay in full force and be binding on member, Miami-Dade County and NEW FITNESS CONCEPTS. Cancellation request must be given with a thirty (30) days advance notice.

11. ORAL AGREEMENTS

Miami-Dade County and NEW FITNESS CONCEPTS will not uphold any oral agreement between member and staff. Any offers or discounts made to member by NEW FITNESS CONCEPTS representatives during or following the process of member's purchasing the membership **must be in writing and attached to this Agreement or such provision shall not be considered valid.**

12. CANCELLATION BY MEMBER

Member agrees that if he/she wishes to terminate this membership, member must do so in writing with 30 days advance notice to club's management office. This notice will cause NEW FITNESS CONCEPTS to forward your request in writing to Miami-Dade County for cancellation of payroll deduction. Payroll deductions shall continue until the number of weeks used is recovered by Miami-Dade County. A period of 60 days is required following cancellation of payroll deductions.

13. DISPUTE RESOLUTION

Member agrees to submit any controversy regarding membership and this agreement to the GSA Director of Facilities Management Division located at 200 NW 1st Street, Miami, Florida 33128. If unresolved, Miami-Dade County through NEW FITNESS CONCEPTS and member agree to submit to the American Arbitration Association any controversy existing between NEW FITNESS CONCEPTS and Member arising between them relating to this Agreement or the failure or refusal to perform any part of this Agreement as detailed here in. Any claim brought against NEW FITNESS CONCEPTS MUST be submitted to Binding Arbitration, without exception.

Member and NEW FITNESS CONCEPTS agree that member has read and understood this Agreement in its entirety, and has had any and all questions answered to member's satisfaction. Further, member and NEW FITNESS CONCEPTS understand each of the terms outlined above and in other attached forms and agree to abide by such terms.

MEMBER SIGNATURE: _____

DATE: ____/____/____

>>>>> **Section E** <<<<<< - **GENERAL INFORMATION AND RULES**

The Miami-Dade County Employee Wellness Center (EWC) is a state of the art facility intended for the use and enjoyment of all members. Rules, as stated herein, have been established for your comfort and safety, as well as that of your fellow members. These rules will not only help to protect you but ensure courtesy and afford a sense of pride in maintaining a pleasant, safe, and professional environment while at the same time protecting the equipment from misuse. These rules are subject to change upon the determination by Miami-Dade County or the management company retained by Miami-Dade County. Comments, suggestions, and complaints regarding the EWC should be directed to the Division Director of GSA Facilities and Utilities Management, 200 NW 1st Street, Miami, FL 33128 or by directing a call to 305 375-3910.

(1) Because safety is of primary concern:

- A time limit of **30** minutes per machine may be imposed by WC management staff during peak-hours
- Reservation of workout space or equipment is prohibited
- No horseplay or other unacceptable conduct will be tolerated
- Gum chewing is not allowed
- Offensive language is not permitted
- Rejection of members due to unsafe acts, unacceptable conduct, and/or non-compliance with WC rules will be at the discretion of NEW FITNESS CONCEPTS
- Friends and non-County family members are not permitted access to or use of the WC
- Photographic devices may not be used in WC
- Immediately report to WC management staff any unsafe act or condition, any personal or observed illness or injury, or any damaged and/or faulty equipment
- Members must wipe down any and all equipment after use with cloth towel
- At the discretion of New Fitness Concepts, members may be required to “sign in” and “sign out” when visiting the WC
- **Members are required to “reserve” and “sign in” prior to attending any group exercise activity/class.**

(2) Membership:

- A complete membership application packet must be turned in to be a member and utilize the facility which includes (1) the County’s Release and Acknowledgment Agreement, (2) the General Information and Rules, and (3) the Physical Activity Readiness Questionnaire Form.

(3) Hours of Operation:

- Monday through Friday 5:30 am to 8:00 p.m. Closed during weekends or County observed holidays.

(4) Dress Code:

- Gym clothes and gym shoes
- Shirts must be worn
- Clothing will not be torn
- Clothing will not be offensive in nature and will not bear offensive language, caricatures, and/or the like
- Clothing will be cleaned regularly

(5) Use of Lockers:

- Lockers are available on a first come, first serve basis for daily use only. Failure to remove your lock and belongings at the end of each workout session may result in the lock being cut-off and belongings disposed off by NEW FITNESS CONCEPTS.

(6) Personal Training Sessions:

- Individual and/or group personal training sessions are to be scheduled through the WC office, currently managed by NEW FITNESS CONCEPTS. Any and all associated fees are additional to the regular membership fee. All stipulations and/or waivers contained herein (sections “A” through “F”) equally apply, without exceptions, to any and all activities and/or operations as they relate to personal/group training/wellness sessions held inside and/or around the grounds of the Stephen P. Clark Government Center.

MEMBER SIGNATURE: _____

DATE: ____/____/____

>>> **Section F** <<< - **GENERAL RELEASE OF ALL CLAIMS & ACKNOWLEDGMENT AGREEMENT**

I, _____, the Releasor, hereby acknowledge that I have voluntarily requested permission to use the Miami-Dade County Employee Fitness Center (hereinafter "WC") located at 111 NW 1 Street, Miami, FL 33128. As lawful consideration for being permitted by Miami Dade County through its contracted WC management company to use the WC, I do hereby release from any legal liability Miami-Dade County, its officials, employees, agents, and independent contractors (hereinafter collectively referred to as the "County"), from any and all claims for injury, death, or property damage caused by or resulting from my use of the WC, its programs and operations, even if such injury, death, or damage is alleged to be caused, in whole or in part, by the County's negligence.

This agreement shall be legally binding upon me, my heirs, my estate, assigns, legal guardians and my personal representative.

I have carefully read this agreement and fully understand its contents. I am aware that I am releasing certain legal rights that I may otherwise have, and I nevertheless enter into this agreement on behalf of myself, and others described above, of my own free will.

Releasor: _____
(name)

Signed this ____ day of _____ 20____
(month)

Club staff must obtain a copy of the driver's license or employee ID and retain on file with this membership application.

For Internal Use Only

Checklist for a complete enrollment packet:

- ___ **Page 1:** Section "A" Personal Information
- Section "B" Membership Payment ----- (signature required for payroll deduction)
- Section "C" Bar Code / Access Card ----- (Initials required)
- ___ **Page 2:** Section "D" Other Provisions and Agreements ----- (member signature and date required)
- ___ **Page 3:** Section "E" General Information and Rules ----- (member signature and date required)
- ___ **Page 4:** Section "F" General Release and Acknowledgement Agreement ----- (member signature and notarization required)

Note: Each enrollment packet requires an attached copy of a picture ID (Driver License or County ID).
Please do not forget to fill out the **Informed Consent Agreement**, on pages 5 & 6.

INFORMED CONSENT AGREEMENT

Required for all Participants (new members and guests)

Thank you for choosing to use the facilities, services, or programs of *New Fitness Concepts*. We request your understanding and cooperation in maintaining both you and our safety and health by reading and signing the following informed consent agreement.

I, _____, declare that I intend to use some or all of the activities, facilities, programs, and services offered by New Fitness Concepts and I understand that each person, (myself included), has a different capacity for participating in such activities, facilities, programs, and services. I am aware that all activities, services, and programs offered are educational, recreational, one-on-one, group or self-directed in nature. I assume full responsibility, during and after my participation, for my choices to use or apply, at my own risk, any portion of the information or instruction I receive.

I understand that part of the risk involved in undertaking any activity or programs is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care, and skill with which I conduct myself in that activity or program. I agree to notify the club of any changes to my health. I acknowledge that my choice to participate in any activity, service, and program of New Fitness Concepts brings with it my assumption of those risks or results stemming from this choice and the fitness, health, awareness, care and skill that I possess and use.

I recognize that by participating in these activities, facilities, programs, and services offered by New Fitness Concepts, I may experience potential health risks such as lightheadedness, fainting, abnormal blood pressure, chest discomfort, leg cramps, and nausea and I assume willfully those risks. I acknowledge my obligation to immediately inform the nearest supervising employee of any pain, discomfort, fatigues, or any other symptoms that I may suffer during and immediately after my participation. I understand that I may stop or delay my participation in any activity or procedure if I so desire and that I may also be requested to stop and rest by a supervising employee who observes any symptoms of distress or abnormal response.

I understand that I may ask any questions or request further explanation or information about the activities, facilities, programs, and services offered by New Fitness Concepts at any time before, during, or after my participation.

I declare that I have read, understood, and agree to the contents of this informed consent agreement in its entirety.

Name _____

Signature _____

Date of Signing _____

Email Address _____ (is this email address ____ work? **or** ____ personal?)

PHYSICAL ACTIVITY READINESS QUESTIONNAIRE (PAR-Q)

New Fitness Concepts is dedicated to providing you with a safe and effective exercise program. Regular exercise is very safe for most people, however, some people should check with their doctor before increasing their activity level. Please answer the following 10 health questions so that we can provide you with appropriate recommendations before you begin your fitness program. Please be advised that all information is kept strictly confidential.

Please read the questions carefully and circle “ YES ” or “ NO ” to each question.

- | | | |
|-----|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| YES | NO | 1. Has a doctor ever said that you have a heart condition? |
| YES | NO | 2. Do you have chest pain brought on by physical activity? |
| YES | NO | 3. Have you developed chest pain in the past month? |
| YES | NO | 4. Do you often feel faint or have you on one or more occasions lost consciousness or fallen as a result of dizziness? |
| YES | NO | 5. Do you experience unusual fatigue or shortness of breath with usual activities or with mild exertion? |
| YES | NO | 6. Has a doctor ever recommended medication for your blood pressure or a heart condition? |
| YES | NO | 7. Do you have diabetes or take medication to control your blood sugar? |
| YES | NO | 8. Do you have a bone or joint problem (for example, osteoarthritis) that could be aggravated by physical activity? |
| YES | NO | 9. Are you pregnant? |
| YES | NO | 10. Are you aware, through your own experience or a doctor’s advice, of any other physical reason that would prohibit you from exercising without medical supervision? |

STAFF USE

- | | | |
|-----|----|-------------------------------------------------------------|
| YES | NO | Medical Consultation Recommended |
| YES | NO | If recommended, member agrees to seek medical consultation. |

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

Signature _____ Date _____

Witness _____ Date _____