

## The Spa at Yellow Creek Guest Physical Readiness & Liability Form

Date: \_\_\_\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_ Zipcode: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_@\_\_\_\_\_

Areas of Interest (check):

Gym Membership   Personal Training   Group Exercise   Spa Services

Please read the following questions carefully & answer them honestly. All information is kept confidential:

Check One

- |     |    |   |
|-----|----|---|
| Yes | No | 1. Has a doctor ever said you have heart trouble?   |
| Yes | No | 2. Do you frequently suffer from pains in your chest?   |
| Yes | No | 3. Do you often feel faint or have spells of severe dizziness?  |
| Yes | No | 4. Has a doctor ever told you that you have joint or bone problems that has been aggravated by or may worsen with exercise? |
| Yes | No | 5. Do you have any medical conditions?  |
| Yes | No | 6. Is there any other reason not mentioned as to why you should not engage in physical activity on a regular basis?         |

Please explain below.

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### **VOLUNTARY ASSUMPTION OF RISK:**

I understand that any exercise, personal training & lifestyle program involves the risk of injury, despite reasonable precaution & without anyone being at fault. I know that people can & do become injured while doing aerobic exercise or while working with weights & other fitness equipment. Injuries that can occur include but are not limited to dizziness, fainting, nausea, muscle cramping, muscular-skeletal injury, broken bones, sprains & strains. In rare instances, people may experience a heart attack, stroke or sudden death. I understand that there are risks associated with weight loss or eating certain foods. Risks can include (but are not limited to) an

allergic reaction, nausea, vomiting or diarrhea. There may be long-term effects with certain foods or sugar substitutes such as Nutra-Sweet that may not be known. I understand that The Spa at Yellow Creek cannot list all possible risks of injury that can happen with exercise or weight loss. I understand that my doctor is the best person for me to talk about all risks. I acknowledge that The Spa at Yellow Creek has recommended & encouraged me to have a physical examination with my physician & to speak with my doctors about any risks associated with my participation in programs offered by The Spa at Yellow Creek. With reasonable layperson's understanding of the risks & benefits of exercise & weight loss, I knowingly & voluntarily assume full responsibility for all risks of injury & death. If I am pregnant, I also knowingly & voluntarily assume full responsibility of all risks of injury or death of my unborn child.

**VOLUNTARY RELEASE OF LIABILITY**

In consideration for my being allowed to participate in exercise, personal training & lifestyle coaching programs, as well as my use of the facilities & equipment at The Spa at Yellow Creek, I (on my own behalf of anyone claiming through me, including heirs, administrators, executors) knowingly & voluntarily forever waive, release, discharge & promise not to sue or file a claim, now or in the future against The Spa at Yellow Creek (including its employees, officers, directors, shareholders, agents, successors & assigns) because of any injury, damage or death, which resulted directly or indirectly from my membership and/or use of its facilities & equipment, and/or my participating in any of its programs.

**VOLUNTARY SIGNATURE**

I read this form or had it read to me. I understand what it says. I understand that by voluntarily signing it, I attest to, (1) I am at least 18 years old & capable of making binding decisions; (2) all information I furnished in my health history is accurate, complete & true; (3) I agree to the enforceability of all provisions of the Voluntary Assumption of Risk, Waiver & Release of Liability.

Member Name:

\_\_\_\_\_

Member Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

**IF MEMBER/CLIENT IS A MINOR UNDER 18 YEARS OF AGE:**

Guardian Name (print):

\_\_\_\_\_

Guardian Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

The form is an enforceable legal document that will be interpreted & governed by the Ohio law, regardless of any state's conflict or laws legislations. Exclusive jurisdiction and venue is vested in Summit County Common Pleas Court, Summit County, Ohio.