

St. Jude Wellness Center Consent Form

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|--|---------------------------|
| Client Name: _____ | Date of Birth: _____ |
| Street Address: _____ | City: _____ Zip: _____ |
| Email: _____ | Best Phone Contact: _____ |
| Emergency Contact Name and Number: _____ | |

Facility Hours of Operations

- St. Jude Wellness Center is open during the hours of:
Weekdays: Monday – Thursday: 5:30 a.m. – 8:00 p.m., Friday: 5:30 a.m.- 5:30p.m.
Weekend: Saturday: 7:00 a.m.-1:00 p,m.
- Notice for holiday closures will be posted up to 2 weeks in advance of closure dates and times.
- Unexpected closure for building renovations and regulations will be posted up to 2 weeks in advance of closure dates and times. (For all 8-week programs, Lifestyle 365 modules, and individual appointments impacted by unexpected closure, members will be provided opportunity for rescheduled services.)

Please Initial _____

Facility Rules and Regulations

- Members are expected to provide their own towels to use to wipe down after use of equipment. No towel service is provided at the facility.
- Members are expected to provide their own personal support items as needed for personal use such as pillows, additional towels, or other small items. Instructors will provide specific recommendations.
- Members are expected to operate and use equipment within safety guidelines of use. Under no circumstances is a member to move equipment of the facility.
- St. Jude Wellness Center reserves the right to refuse service or terminate a membership with any client that participates or engages in behavior that under the discretion of the staff, interferes with the enjoyment of the facility of others. This includes and is not limited to use or profanity or indecent language, and/or behavior that is not tolerated.
- St. Jude Wellness Center is not responsible for any lost or stolen items.
- For your safety, Members are required to wear appropriate clothing and closed toed shoes for use in the facility. Appropriate clothing includes shorts, t-shirts, and athletic wear. Street clothing and jeans are not considered appropriate clothing, open-toed shoes, sandals, slippers, and black-soled shoes are also not permitted for use in the weight room area. Socks with sticky pads are required in the Pilates studio.
- Lockers are available on a first come first served basis. Members will receive a locker key in exchange for a set of personal keys or a valid ID. The facility is not responsible for any lost or stolen items.
- As a courtesy there is a 24 hour cancellation policy. Late cancellations will be processed in full.
- Partial packages will not be refunded. Account credit will be issued upon request.

Please Initial _____

Our Terms & Conditions

1. I acknowledge and understand that St. Jude Wellness Center staff do not diagnose illnesses or disease or prescribe medical treatments or pharmaceuticals. I further acknowledge that wellness programs offered by St. Jude Wellness Center are not to be considered, and are not a substitute for, other forms of therapy or medical advice. I understand that no assurances can be given to that participation in any program will improve my health status or increase my functional capacity, result in weight loss or see increased muscle tone; however, research indicates that improvement in these areas can be achieved with active participation in exercises, activities, and other services being offered at St. Jude Wellness Center.

Please Initial _____

2. I acknowledge that I have voluntarily applied to participate in fitness and exercise classes, wellness programs and events and workshops offered by St. Jude Wellness Center, and/or to use St. Jude Wellness Center's facilities, including but not limited to using its fitness equipment and machinery and any other activity undertaken on or within St. Jude Wellness Center's premises (collectively referred to as "Services").

Please Initial _____

3. In consideration of being allowed to participate in the Services, in addition to the payment of any fees or charges, I do hereby agree to waive and release from liability, indemnify, hold harmless and forever discharge St. Jude Wellness Center and its officers, agents, employees, representatives, executors, and all other persons or entities acting in any capacity on its behalf (collectively referred to as "**St. Jude Wellness Center**") from any and all responsibilities or liability for injuries or damages resulting from or arising out of participation in any of the Services, including liabilities or damages caused by or arising out of any negligent act or omission of **St. Jude Wellness Center** occurring at or within **St. Jude Wellness Center's** premises located at 2767 East Imperial Highway, Brea, CA 92821.

Please Initial _____

4. I understand and acknowledge that every person has a different capacity for participating in the Services. I am also fully aware and understand that all Services are educational, recreational, or self-directed in nature. I acknowledge that St. Jude Wellness Center has made no express or implied representations or warranties as to participation in the Services. I assume full responsibility and all risks, during and after participation in the Services, and for my choices to use or apply, at my own risk, any portion of the information or instruction I receive during participation in the Services.

Please Initial _____

5. I also understand and acknowledge that participation in Services involves risk of injury, including death, and that participation in the Services is voluntary and with knowledge of the potential dangers involved with such participation. I hereby agree to expressly assume and accept any and all risks of injury, including death, which may result from or arise out of participation in Services offered by St. Jude Wellness Center. I further acknowledge and assume the risk that participation in the Services may also cause aggravation of existing physical injuries or medical conditions.

Please Initial _____

6. I understand and acknowledge the need for a physician's approval upon request prior to participation in any of the Services. I also acknowledge that I should have a yearly, or more frequent, physical examination and consultation with a physician regarding recommendations concerning participation in the Services. I certify that physician's approval to participate in the Services has been obtained prior to participation. I do hereby further declare myself to be physically sound and not suffering from any condition, impairment, disease, infirmity, or other illness that would prevent me from participating in any of the Services, or which poses a health risk to any other users of the Services.

Please Initial _____

7. I further agree to indemnify and hold harmless St. Jude Wellness Center from any and all claims arising from my involvement in or receiving instruction from St. Jude Wellness Center's activities incidental thereto wherever, whenever and however the claims may arise including but not limited to, to and from St. Jude Wellness Center. I assume all the foregoing risks and accept personal responsibility for any damages and loss following, any loss of property, injury, permanent disability or death as a result thereof.

Please Initial _____

8. Any dispute, claim or controversy that arises out of or relates to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Orange County, California, before a sole arbitrator, in accordance with the laws of the State of California for agreements made in and to be performed in that State. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. The arbitrator shall, in the award, allocate all of the costs of arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail.

Please Initial _____

I DECLARE THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THE CONTENTS OF THIS CONSENT AGREEMENT AND RELEASE OF LIABILITY IN ITS ENTIRETY.

Signature: _____

Date: _____

Print Name: _____

PARENT/LEGAL GUARDIAN’S ADDITIONAL CONSENT AND RELEASE OF LIABILITY

Print Minor’s Name: _____ Date of Birth: _____

I hereby expressly give permission for (**print minor’s name**) _____ (the “Minor”) to participate in the Services offered by St. Jude Wellness Center, as defined above. I acknowledge and understand that participation in Services involves risk of injury, including death, and understand that St. Jude Wellness Center cannot guarantee that the Minor will remain free of injury. I nonetheless wish to have the Minor participate in St. Jude Wellness Center’s Services and assume the risk of the Minor’s participation in the Services.

In Consideration of the Minor being permitted by St. Jude Wellness Center to participate in the Services, I hereby, on behalf of myself and my Child, agree to release from liability, indemnify, and hold harmless St. Jude Wellness Center from any and all claim and/or cause of action arising out of or related to any injury, loss, penalties, damages, settlements, costs or other expenses or liabilities that occur as a result of my Child’s participation in St. Jude Wellness Center’s Services.

I DECLARE THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THE ABOVE PARENT/LEGAL GUARDIAN’S ADDITIONAL CONSENT AND RELEASE OF LIABILITY.

Parent/Legal Guardian’s Signature: _____ Date: _____

Print Name: _____