

# St. Jude Wellness Center Consent Form

## Facility Hours of Operations

- St. Jude Wellness Center is open during the hours of:  
Monday/Wednesday/Friday: 9:30 a.m.– 7:00 p.m.  
Tuesday/Thursday/Saturday: 7:30 a.m.- 1:30 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. There may be unforeseen circumstances when closure notifications occur less than 2 weeks in advance for client safety, in which case clients will be notified as quickly as possible.

## 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 of 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.
- All services require pre-registration. This includes fitness classes and all private appointments. Clients are welcome to call to request a last-minute service if there are openings or prior cancellations, but the Wellness Center cannot accommodate walk-in appointments at this time.
- As a courtesy there is a 24 hour cancellation policy for all appointments. Late cancellations will be processed in full.
- Partial packages will not be refunded. Account credit will be issued upon request.
- **Media Release:** By signing this agreement, you agree to allow your likeness to appear in St. Jude Wellness Center videos or photos. With the addition of virtual services, we may record classes and if you are in attendance you may appear in aspects of the recording.
- **Membership Policy:** All monthly memberships will be set up as monthly autopays. We do not require a contract or minimum monthly membership and there is no cancellation fee. However, we do require notification of 2-business days prior to cancelling an autopay membership. Less than a 2-day notification will result in the client still being charged for the following month. Memberships can be suspended and the client's spot in class held for a maximum of 1 month for 50% of the monthly membership fee. Suspensions cannot be granted or spots in class held for more than 1 month. Membership services expire at the end of every month, meaning if the monthly services are unused, they will expire and cannot accumulate.
- **Virtual Membership Policy:** Virtual members agree to an autopay on their given credit card. Virtual members will have access to live stream and recorded wellness classes as designated on the online schedule. Virtual members do not have access to any in-person classes unless otherwise invited. Two business day notice is required to terminate membership. Late notice of termination will result in fee of 1 month payment (\$30).
- **Small Group Fitness Policy:** Small Group Fitness (which includes Medical Group, Supervised Group & Pilates Reformer Group) are all 4-month contracts. By signing this agreement, client acknowledges this contract and agrees that it will auto-renew every 4 months until client notifies Wellness Center to terminate. Early cancellation of contract will result in fee of one month's payment. Less than 2 business days notice of desire to terminate at the end of 4 months

will result in \$30 late fee. Small Group Fitness will honor \$30 off first class membership if client has insurance reimbursement (such as Silver Sneakers). Members have access to Virtual Membership, quarterly health assessment and 10% discount on services.

### **COVID Safety Rules, Regulations & Wellness Center Policies**

- Members must be temperature screened upon entering the building. Refusal to be screened will result in denial of admission into the building and waiver of registered services for that day.
- If a member is identified as high risk of COVID-19 during initial screening, the individual will be asked to remain outside and to provide their contact information for St. Jude Medical Center follow up.
- After screening, clients are required to check in for their wellness service and follow one-directional signage to their wellness service. Massage clients must use the elevator to attend their service upstairs. Pilates studio clients must walk to the back of the building and go directly to the Pilates studio.
- Members are required to wear face masks when walking throughout the entire building. Face masks are required during active exercise. Members are encouraged to bring their own masks, but if they do not have one a mask will be provided. Gloves are not required at this time.
- All wellness staff must wear face masks at all times.
- All members and staff are encouraged to wash their hands on a regular basis and avoid touching their face.
- Hand sanitizer will be available throughout the wellness center.
- Lockers are currently not available for use either in the gym or in the restrooms due to safety guidelines to prevent spread of COVID-19. Clients should limit the quantity of items they bring with them and must keep all possessions with them at all times.
- The wellness gym, Pilates studio and massage suites will be cleaned and sanitized multiple times throughout the day, including before and after each service and/or class.
- All fitness equipment and Pilates equipment will be cleaned and sanitized prior to each fitness class and any necessary equipment for class will be placed by wellness staff in each member's space for them. Members will not move any fitness equipment outside of their workout space unless instructed to do so.
- Members must be pre-registered for any group class. Members must leave the fitness room immediately after class to allow time for sanitizing between classes and space for the new class members to enter.
- The wellness gym will be limited in capacity at any given time and is open to pre-registered clients for personal training and small group training only. The gym is not open for independent fitness.
- All Pilates studio classes will be limited in capacity. Members must be pre-registered for their class.
- Masks must be worn while in the massage waiting lobby. Massage therapists will walk their clients to and away from their massage suite while wearing masks.
- Masks must be worn by both therapist and client during the entirety of the massage. Gloves will be worn by the massage therapist if desired by the client. Members must keep their personal belongings on the designated chair only.
- Massage suites will be cleaned and sanitized between each client and all sheets, pillows, towels and blankets will be used only once before cleaned.
- Members who require a caregiver need to notify wellness staff so that they can be accommodated in a smaller class setting.
- If it comes to the attention of wellness staff that a member or staff has contracted COVID-19 after a recent visit, wellness policy is to immediately contact SJMC Infection Control. This department notifies the California Department of Health, who will complete the contact tracing to notify anyone in contact with this individual.
- By signing this document, you agree to accurately answer all COVID-19 screening questions as well as to refrain from attending wellness services for 14 days if you have contracted COVID-19, have been in contact with someone with risk or diagnosis of COVID-19, have travelled outside of the country, or have answered yes to any COVID-19 screening question.

### **Liability Waiver**

- Your presence in the wellness center or in virtual classes is an affirmation that you are in the appropriate health condition for your wellness service. By signing this document, you agree to notify wellness staff if you have a new injury or health condition that could impact your safety during your wellness service.
- Your presence in the wellness center is an affirmation that you are in good health and have no knowledge of any

personal risk indicators for COVID-19.

- Should the center have to close services, all services will convert to virtual. In the event a service cannot be converted to virtual, such as massage, the paying member will be converted to a general virtual membership of \$30 or they may opt for a suspension of payment until we can reopen.
- Participating in St. Jude Wellness Center services in person or online may create risks, including but not limited to physical injury, falls, light-headedness, muscle soreness/fatigue, and exposure to bacteria, viruses and infectious diseases. Your presence in the wellness center or in virtual classes is completely voluntary. By signing this document, you acknowledge your understanding of St. Jude Wellness Center Safety Rules, Regulations & Protocol and thereby release St. Jude Wellness Center of all liability if you contract COVID-19 or any other infectious disease during your membership with St. Jude Wellness Center.

## 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 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.
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").
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.
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.
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.

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.
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.
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.
9. **Cancellation of Service & Refund Policy**

All appointment cancellations at St. Jude Wellness Center are required at least **24 hours** in advance of appointment or program. Cancellations made less than 24 hours in advance may not be eligible for a refund/credit. All clients must have a valid credit card on their account. We accept payment in the form of cash, check or credit card; the credit card on file will be charged for late cancellations and no-shows. Full refunds/credits will be processed for programs & services **cancelled by St. Jude Wellness Center**. Refunds or partial credits are not available once a program begins, even if the paying member misses a class in their series. Refunds will not be issued for 1-time purchases of educational modules once the materials for class have been sent. Refunds in the form of checks will be mailed, so please allow 3 to 4 weeks for processing. Credit card transactions will be credited to the original card used. Services purchased as part of a sale or promotion are not eligible for refund.
10. **Cancellation of Monthly Autopay Memberships Policy**

Monthly autopay memberships require a notice of two business days before the next scheduled auto-payment to cancel with no fee. Cancellations made without a 2-day notice will be charged a \$30 late fee. Once a scheduled auto-payment has been made, there will be no refund available for that month; desired termination of membership will be effective the following month. Early cancellation of 4-month Small Group Fitness memberships will be charged the equivalent of one month's fee, independent of when in the 4 months client chooses to early terminate.
11. **Expiration of Services**

All individual services purchased at St. Jude Wellness Center expire **1 year after purchase date**. Exceptions include medical or personal emergencies, which require documentation (such as a doctor's note) whereby an appropriate extension of expiration will be granted. If St. Jude Wellness Center has to close for any extended length of time (over one month), expiration dates will be extended for the amount of time the center was closed. According to California law, purchased gift certificates and money stored on your account cannot expire, so the amount linked to each certificate/account will be valid indefinitely.
12. **Expiration of Services within Promotions & Memberships**

Purchased services within special sales and promotions may have unique expirations, which will be noted within the sale. Services that are part of monthly autopay memberships have **1 month expiration dates** and must be used on a monthly basis; monthly autopay membership services do not accumulate and save to the member's account.

**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: \_\_\_\_\_

**Account Information:**

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

Phone: \_\_\_\_\_

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

Date of Birth: \_\_\_\_\_

Emergency Contact Name & Phone: \_\_\_\_\_

**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: \_\_\_\_\_