

- What are your wellness and fitness goals? (Check all that apply)**
- Lose weight/fat ( \_\_\_\_\_ # of pounds)
  - Improve muscle tone
  - Improve strength
  - Improve flexibility
  - Improve cardiovascular fitness
  - Have more energy
  - Sport conditioning
  - Improve nutritional habits
  - Injury prevention
  - Increase muscle mass/increase size  Other: \_\_\_\_\_
  - Establish a consistent exercise regimen
  - Increase health awareness
  - Decrease body fat %
  - Learn to exercise properly
  - Manage stress
  - Improve my physical appearance
  - Get my doctor, family, or friends off my back!
  - Feel better about myself (improve self-esteem)
  - Special event (reunion, race, activity, etc.)

- How did you find out about The Wellness Center? (Check all that apply)**
- Employee of The Center Group (name: \_\_\_\_\_)
  - WERC
  - Yellow Pages
  - Sign in front of building  Advertisement (list: \_\_\_\_\_)
  - Current Member (name: \_\_\_\_\_)
  - Former Member
  - Physical Therapy
  - Other: \_\_\_\_\_

**First Visit?**  Yes (We're Happy You're Here)  No (Glad You're Back)

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

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

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_ **Birth Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

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

**Occupation:** \_\_\_\_\_ **Work Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

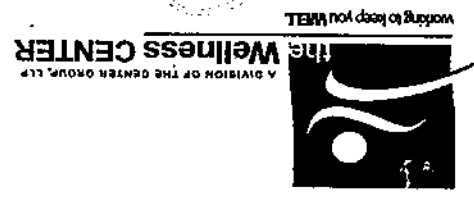
**Emergency Contact:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

Congratulations on taking an important step toward a healthier lifestyle! To better serve you, please tell us a little about yourself and be sure to sign the release on the other side. This will better explain how we can help you and for safety and legal purposes, needs to be completed BEFORE using our facilities. Thank You!

**WELCOME TO THE WELLNESS CENTER**

**Member Registration**



We offer a variety of different membership and payment options, and there is sure to be one that will fit you. There are four primary membership options: monthly continuous, 12-month, 24 month, and 9/12 month flexible. Each option is available for individuals, couples, or families, for purposes of this contract we use the following definitions. Couple: legally married by Indiana state law or two people living in the same household with a formal family relationship, such as siblings or a parent and legal dependent under the age of twenty-five.

**SECTION B. MEMBERSHIPS**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/Guardian if Under 18: \_\_\_\_\_ Date: \_\_\_\_\_

I verify that I am in good physical condition, and that I am not limited by disability, impairment or ailment, preventing me from engaging in exercise activities that will be detrimental to my health or physical condition.

I agree that The Center Group, LLP doing business as The Wellness Center shall not be liable for any loss or theft of personal property in and around The Wellness Center premises. I, the undersigned, intending to be legally bound, hereby, for myself, my heirs, executors and administrators consent to the release of any and all results from my participation at The Wellness Center or any of its activities, or events.

I do expressly hereby forever release and discharge The Center Group, LLP doing business as The Wellness Center and its partners, directors, officers, agents, servants, employees, representatives, executors, and all others from all claims, demands, personal injuries, damages, actions, or causes of action, and from all acts of active or passive negligence or negligent omissions on the part of The Center Group, LLP doing business as The Wellness Center, its partners, directors, officers, agents, servants, and employees, or any of its customers, members or patrons.

Further, I do expressly hereby forever release and discharge The Center Group, LLP doing business as The Wellness Center and its partners, directors, officers, agents, servants, employees, representatives, executors, and all others from all equipment, and machinery (in addition to the payment of any fee or charge), I do hereby release and forever discharge in consideration of my participation in the activities and programs of The Wellness Center and to use its facilities, participation or use of any equipment at an alternative indoor or outdoor site.

even death, or damages resulting from my participation in any activities or my use of equipment or machinery in the above-mentioned facility or arising out of my participation in any activities associated with said facility, including the participation or use of any equipment at an alternative indoor or outdoor site.

The Center Group, LLP doing business as The Wellness Center and its partners, directors, officers, agents, servants, employees, representatives, executors, and all others from any and all responsibilities or liability for personal injuries, claims, demands, personal injuries, damages, actions, or causes of action, and from all acts of active or passive negligence or negligent omissions on the part of The Center Group, LLP doing business as The Wellness Center, its partners, directors, officers, agents, servants, and employees, or any of its customers, members or patrons.

I acknowledge that I have either had a physical examination and have been given a physician's permission to participate, or that I have decided to participate in activity and/or use equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities.

I do hereby declare myself to be physically sound and free from any condition, impairment, disease, infirmity, or other illness that would be detrimental to my health and prevent my participation in any of the activities and programs of The Wellness Center or use of equipment or machinery. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, and use of exercise and training equipment so that I might have recommendations concerning these fitness activities and equipment use.

**SECTION A. EXPRESS ASSUMPTION OF RISK AND RELEASE**

Thank you for choosing to use the facilities, services, and programs of The Wellness Center! It is well documented that the health benefits from exercise are many and can have a positive effect on one's health. Even though you should anticipate similar health benefits, The Wellness Center cannot guarantee that everyone who participates in exercise programs at The Wellness Center will experience these same benefits. Furthermore, you should be advised that whenever you participate in exercise programs you take on certain risks. Therefore, in the interest of your safety we recommend that you consult with your physician and that he/she approve your participation for exercise and fitness activities. Your understanding and cooperation is requested by reading and agreeing to the following assumption of risk form by installing is below.



A service charge of \$30.00 will be assessed to all EFT's and checks that are returned for insufficient funds. A late fee of \$10.00 will be added to the contractual balance due for each payment made more than 5 days after the due date.

Welcome back discounts apply for members rejoining within 2 years of cancellation.

Master discounts are available for members ages 60 and up.

Administrative fees are charged as appropriate or indicated.

**SECTION D. FEES AND DISCOUNTS**

All memberships that are associated with a contract will continue on a month-to-month basis until terminated. All billing will continue at the then-current monthly rate until The Wellness Center receives a written cancellation request from the member. The membership will then be canceled within thirty days provided the billing account has a zero balance. A member may renew a contract for additional periods.

**SECTION C. AUTOMATIC-RENEWALS**

<b>CHARGES</b>		<b>SCHEDULE OF PAYMENTS</b>	
1. Initiation Fee	\$ _____	1. Initiation Fee Paid	\$ _____
2. Total Membership Dues	\$ _____	2. Membership Due Paid	\$ _____
3. Total Due	\$ _____	3. Total Balance Due	\$ _____

Payment Type: Paid in Full (PIF) EFT Monthly Gift Certificate/Coupon

Bank Name:	Routing Number:	Type of Account (Checking/Savings):	Account Number:
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I hereby authorize The Wellness Center to initiate debit entries in the amount of \$\_\_\_\_\_ to my savings/checking/credit card account indicated and the banking institution (hereinafter called "Bank") to debit the same to such account on the 4th or 18th of the month. This authority is to remain in full force and effect until The Wellness Center and "Bank" has written notification from me of its termination in such time and in such manner as to afford The Wellness Center and "Bank" a reasonable opportunity to act on it.

**ELECTRONIC FUND TRANSFER INFORMATION:**

1. Paid in Full (PIF): a one-time payment collected at the beginning of the contract.
2. Electronic Funds Transfer (EFT): payment that is taken directly from either the member's savings or checking account. If you elect this option, complete the EFT portion below:

Payment options include:

Flexible memberships require the member to take 3 of the 12 months off. Each month begins on the 1st of the month and ends the last day of the month.

Family: three or more people living in the same house with a formal family relationship, such as siblings or parents and legal dependents under the age of twenty-five.



"The member" shall not be relieved of his/her obligations to make any payment herein agreed to and no deduction or allowance from said payments shall be made, by reason of the absence or withdrawal of "the member" from membership, or by reason of "the member's" failure to attend or use the facility except as permitted under The Wellness Center's cancellation policy in "SECTION H. CANCELLATION & REFUNDS".

The undersigned hereby consents and subjects him or herself to the jurisdiction of courts of the State of Indiana and without limiting the generality of the foregoing, to the venue of such courts in Grant County, Indiana. If any particular provision of this agreement shall be deemed invalid, the same shall not affect the balance of this agreement and the remaining provisions thereof.

This membership agreement is executed in the State of Indiana and shall be interpreted in accordance with the Law of the State of Indiana without regard to that state's choice of law and conflicts of laws rules.

**SECTION I. MISCELLANEOUS**

Memberships may be placed on Medical Hold if "the member" develops medical problems that prevent you from exercising. A medical hold that extends the membership for the number of months membership is put on hold, for a maximum of three months, may be requested. All medical holds must be verified in writing by a doctor on the Medical Hold/Cancellation form provided by the Wellness Center. "The member" will be charged a monthly \$5.00 administrative fee to be placed on medical hold. Upon returning to the facilities, it is recommended that all doctor's orders be followed, including a medical prescription for exercise.

**SECTION G. MEDICAL HOLD**

1. A member has the right to cancel his/her new contract any time before midnight of the third full business day after the contract start date for a full refund.
2. The Wellness Center is moved further than five (5) miles from its current facility site.
3. The services are no longer available because The Wellness Center permanently discontinues its operation.
4. If a member becomes totally disabled for the duration of the contract.
5. If a member passes away.

The Wellness Center permits the cancellation of your contract for the following reasons under this section, provided that you or your representative delivers a written notice in any form to TWC 4411 S. Adams St. Marion, IN 46953. You will receive a refund, if applicable, within thirty (30) days of the receipt of the cancellation notice, however The Wellness Center will pro-rate that portion of the contract price which represents service used or completed plus reimbursement for any administrative expenses incurred not to exceed 25% of total contract price.

Normally, this membership agreement is non-transferable and non-refundable:

**SECTION H. CANCELLATION, NOTICE AND REFUNDS**

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

I, the Member, agree to abide by the Default Payment policy:  
The Wellness Center is entitled to receive the entire contract balance due. In the event of default, "the member" agrees to pay any additional and necessary collection costs including reasonable attorney fees, court cost, related administrative costs, and collection agency fees. The collection agency fees will be equal to 30% of balances due.

**SECTION F. DEFAULT PAYMENT**



Signature: \_\_\_\_\_

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

I, the Member, have read and agree to abide by the policies and rules indicated in all the sections above:

1. The consumption or possession of alcohol or narcotic drugs is prohibited on Center Group, LLP premises. The Wellness Center is a smoke and drug free facility!
2. Please refrain from harsh words and obscene gestures on The Center Group, LLP premises.
3. All participants under the age of 16 years old must have a doctor's medical clearance to join. Participants ages 12-15 must be accompanied by a parent or legal guardian.
4. Children under the age of 12 are not permitted in the gym area. The adult parent or legal guardian is responsible for the child's behavior at all times.
5. The PT gym, therapy rooms, and WERC are closed at all times to patrons of The Wellness Center.
6. As a courtesy to other members, please wipe down the equipment after each use with the cleaning items provided.
7. Please operate personal audio players with headphones.
8. Proper clothing and footwear must be worn at all times while utilizing the Center Group, LLP facility. Participants are encouraged to wear clean, loose-fitting, comfortable clothing.
9. Please notify a staff person immediately if you experience chest pain, shortness of breath, dizziness, nausea, or would need to request an emergency response team (911).
10. Please promptly report all personal injuries or equipment malfunctions to a staff member.
11. The Wellness Center is not responsible for lost or stolen items. Should you bring personal property, two styles of lockers are available. 1. Lockers utilize Digi lock technology. 2. Lockers with key entry are available for rental.
12. Water bottles are permitted in the fitness gym and group exercise studio. Please confine the consumption of all other beverage and food items to the lobby or cafe areas.
13. The Wellness Center is closed on Sundays, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas and New Year's Day. We reserve the right to be closed on optional days with every effort being made to give plenty of advanced notice to members and patrons. Emergency closings for weather, natural disasters and/or acts of God will be portrayed on our website.
14. Observe safety guidelines for each exercise or activity. Request guidance from staff to exercise safely and to minimize risk of injury. Special Note: Please be aware that in the event of power outage equipment, particularly treadmills, may stop abruptly.
15. Time limits may be placed on equipment usage during high traffic periods. Please be courteous and comply with such limits.

"The member" has received, read, understands and agrees to abide by and cause family members and guests to abide by, the rules and regulations of The Wellness Center as they now exist and as they may from time to time be amended or supplemented.

**SECTION J. THE WELLNESS CENTER RULES AND REGULATIONS**



