Date:			STEPUP!
Membership #:			Pediatric & Adolescent Wellness Center, PLLC
Membership Type: Circle: Wellness Member Co	ommunity Member		
First Name: MI	_ Last Name:	DOB:	
Mailing Address:		Apt #	Gender: M F
City:	State:	Zip:	<del></del>
Primary Phone:	Email:		<del></del>
Emergency Contact:	Emergency	Phone:	
Employer:			
Ethnicity: (please circle one) African American	Native American Ala	skan Native His	spanic
Asian/Pacific Islander Prefer not to answer	Other		
How did you hear about Step Up Fitness Center?	(Please circle one)		
Radio Television Billboard D	Orive By/live in area	Former Memb	per Step Up Website
Direct Mail E-mail Yellow Pages N	lewspaper Medic	cal Referral	Friend/Family
Other Website Facebook Member (A	Name)		Insurance
Magazine Place of Employment C	Other Social Media		Office Use: Member Referral Date: Applied Date: Staff Initial
Member Agreement			
<ol> <li>I understand that this is a pre-paid membersh</li> <li>I understand that this payment plan is agreed facility usage.</li> </ol>		ity usage and that St	ep Up Fitness Center does not prorate dues based on the
<ol><li>I understand that it is my responsibility to pro</li></ol>	vide Step Up Fitness Center	with current credit	card information throughout the term of my membership.
	rd of Directors may, at their		card information throughout the term of my membership.  onthly rate applicable to my membership category and that
<ol> <li>I understand that Step Up Fitness Center Boar they will give at least 30 days notice of any rate</li> </ol>	rd of Directors may, at their te changes. membership may be termin	discretion, adjust m	onthly rate applicable to my membership category and that

## RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT

Member Signature:\_\_\_

In consideration for being permitted to utilize the facilities, services, and programs of Step Up Fitness Center for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with Step Up Fitness Center, without respect to location, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees, and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into Step Up Fitness Center for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated programs have been inspected and carefully considered and that the undersigned finds and accepts same as

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

being safe and reasonably suited for the purpose of such observation, use, or participation. Step Up Fitness Center prohibits membership by persons required to register in the North Carolina Sex Offender and Public Protection Registry. All still and video photography taken by Step Up Fitness Center staff or agents for the expressed purpose of marketing Step Up Fitness Center, its programs, or membership is property of Step Up Fitness Center. IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER STEP UP FITNESS CENTER FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAMS AFFILIATED WITH STEP UP FITNESS CENTER, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

- 1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Step Up Fitness Center, it's directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the premises or any facilities or equipment therein, or participating in any program affiliated with Step Up Fitness Center, without respect to location.
- 2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them for any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about Step Up Fitness Center premises or in any way observing or using any facilities or equipment of Step Up Fitness Center or participating in any programs affiliated with Step Up Fitness Center whether caused by the negligence of the releasees or otherwise.
- 3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about, or upon the premises of Step Up Fitness Center and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with Step Up Fitness Center.

THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE		I HAVE READ THIS RELEASE	
_/_/		//	
Date	Participant's Signature	Date	Parent's or Guardian's Signature
			(If participant is legally a minor)

## RELEASE from INDEMNITY - FITNESS and EXERCISE ORIENTATION

I have been offered and urged to attend an equipment orientation at Step Up Fitness Center before using any equipment or beginning any exercise. I have been urged to consult with my physician for a physical to determine any health risks associated with my exercising.

I desire to voluntarily waive an equipment orientation at Step Up Fitness Center and to waive any explanations concerning the risks of use of the equipment or of my exercising. I understand that the exercise will place an increasing workload on my cardiorespiratory and musculoskeletal systems and there is a risk of physical changes during or following my exercise. I understand that failure to use the equipment properly may result in injury, illness, or medical problems including but not limited to fractured or broken bones, strained or torn muscles, tendons, ligaments, dizziness, feeling light-headed or becoming faint, stroke, heart attack, joint problem, or other physical problems.

I understand that I am responsible for monitoring my own condition throughout the exercise program and should any unusual symptoms occur, I will cease my participation and inform a Step Up Fitness Center staff member.

I certify that I have no physical condition which would prevent me from safely engaging in an exercise program and agree to abide by all the rules and regulations of Step Up Fitness Center.

In consideration for being allowed to participate in Step Up Fitness Center exercise program, I agree to assume the risk of such exercise and inherent dangers from exercise and use of the equipment. I hereby release Step Up Fitness Center and its staff members from any and all claims, suits, losses, or related causes of action for damages related to my exercise program and hold them harmless from anything arising therefrom.

In signing this release and consent form, I affirm that I am legally capable of so acting, that I have read this form in its entirety, that I understand the nature of the exercise program, and that I do not want further information. All the questions I have concerning the exercise program or the equipment have been answered to my satisfaction.

Printed Name of Participant	
Signature of Participant	//
Signature of Step Up Fitness Center Witness	//