



**Payment Authorization:** For the purposes of this payment authorization, the term "I" refers to the new member whose name appears as the primary member and whose signature appears at the end of this agreement. "You" refers to CHDI Fitness Center. PLEASE ATTACH A VOIDED CHECK FOR THE CHECKING ACCOUNT FROM WHICH YOUR AUTOMATIC DEBIT IS TO BE MADE, IF APPLICABLE.

"I authorize you to initiate monthly debits from the indicated account at the financial institution named above or to make credit charges to the account listed above in the amount of \$\_\_\_\_\_, beginning \_\_\_\_\_. These payments or charges will continue until I submit a cancellation notice of my membership to the CHDI Fitness Center per the terms of this Agreement. I agree I am bound by the membership payment terms and any unpaid account balance due upon cancellation. I agree not to hold my financial institution or credit card company liable for any erroneous debits made by CHDI Fitness Center and I agree that the financial institution or credit card company listed above may treat each such debit or charge the same as if it were a check written by me or charge made by me. I understand that I must notify the CHDI Fitness Center of account changes by the start of the billing cycle on the \_\_\_\_ of each month, and that I will incur an additional fee of \$35 per month whenever there is a payment default." **(Initial & date)**\_\_\_\_\_

**ASSUMPTION OF RISK OF INJURY, WAIVER OF CLAIMS, AND INDEMNIFICATION.** I ASSUME ALL RISKS OF INJURY, AND WAIVE ALL RIGHTS TO PURSUE MONEY DAMAGES OR ANY OTHER RELIEF OF ANY KIND, ARISING OUT OF (1) MY ENTRY INTO THE CHDI FITNESS CENTER; (2) OR MY USE OF ANY EQUIPMENT, MACHINERY, OR FACILITIES IN THE CHDI FITNESS CENTER WITHOUT REGARD TO THE FAULT OR NEGLIGENCE OF ANY PARTY. ON BEHALF OF MYSELF AND MY SUCCESSORS AND ASSIGNS, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CHDI FITNESS CENTER AND ALL OF ITS OWNERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY CLAIM, DEMAND, INJURY, LOSS, DAMAGE OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) BY ANY PERSON ARISING FROM MY OR MY FAMILY'S USE OF THE CHDI FITNESS CENTER OR MY OR MY FAMILY'S PARTICIPATION IN ANY ACTIVITIES OPERATED, ARRANGED, OR SPONSORED BY THE CHDI FITNESS CENTER WITHOUT REGARD TO THE FAULT OR NEGLIGENCE OF ANY PARTY. **(Initial & date)**\_\_\_\_\_

**Parent/Guardian:** In exchange for the CHDI Fitness Center allowing my minor child to use the CHDI Fitness Center, I agree to the Assumption of Risk of Injury and Waiver of Claims clause in this Agreement. I understand that only children ages **4 to 10** are allowed in the Kids' Playroom, and that children younger than age 4 are not permitted in the CHDI Fitness Center. I ALSO AGREE TO DEFEND AND INDEMNIFY CHDI, THE CHDI FITNESS CENTER, OR ITS OFFICERS AND EMPLOYEES TO THE FULLEST EXTENT PERMITTED BY LAW FOR ANY CLAIM BROUGHT BY MY MINOR CHILD AGAINST THEM WITHOUT REGARD TO THE FAULT OR NEGLIGENCE OF ANY PARTY. I also agree to pay any financial obligation incurred by my minor child at CHDI Fitness Center for any reason and acknowledge that the banking information on this Agreement is my account for this purpose. I understand that any child who is ages **13 to 16** is eligible to use the CHDI Fitness Center for exercise purposes but must be accompanied by a family member, who is at least 21 and is a CHDI Fitness Center member, at all times. **(Initial & date)**\_\_\_\_\_

**Member's Health Warranty:** I warrant and represent that to my knowledge, I and any family member or guest entitled to use the facilities of the CHDI Fitness Center under the terms of membership, has no disability, impairment, or ailment preventing him/her from engaging in active or passive exercise, or that will be detrimental or adverse to such person's health, safety, or physical condition if he/she does so. I acknowledge and agree that: (1) the CHDI Fitness Center will rely on the foregoing warranty in issuing the Membership; (2) the CHDI Fitness Center shall have no obligation to perform a fitness assessment or similar testing to determine a Member's physical condition; (3) if any fitness assessment or similar testing is performed by the CHDI Fitness Center, it is solely for the purpose of providing comparative data with which the Member may track progress in a program and is not for diagnostic purposes. (4)The CHDI Fitness Center shall not be subject to any claim, demand, or injury whatsoever on account of the CHDI Fitness Center's evaluation or interpretation of such fitness assessment or similar testing. (5)The CHDI Fitness Center shall not be liable for any injury arising out of the Member's disability, impairment, or ailment preventing him/her from engaging in active or passive exercises, or that would be detrimental or adverse to such person's health, safety, or physical condition if he/she does. Each member and guest should be aware of his/her medical history and should consult with a physician prior to engaging in exercise or continuing to exercise if a medical condition arises. **(Initial & date)**\_\_\_\_\_

**Release and Waiver of Liability:** Each member of the CHDI Fitness Center shall be liable for any property damage and/or personal injury (caused in whole or in part by the Member or Member's Family) at the CHDI Fitness Center or any activity or function operated, arranged or sponsored by the CHDI Fitness Center. It shall be the obligation of the member to pay for any costs involved upon presentation of a statement thereof. Any and all use of the CHDI Fitness Center Facilities, or participation in, the CHDI Fitness Center, activities operated, arranged or sponsored by the CHDI Fitness Center either on or off the CHDI Fitness Center's premises by the Member or Member's Family shall be AT SUCH PERSON'S OWN RISK, and the CHDI Fitness Center shall not be liable for any injuries or damages to such person, or the property of such person, or be subject to any claim, demand, injury, or damages. THE MEMBER INDIVIDUALLY, AND ON BEHALF OF THE MEMBER'S PERSONAL REPRESENTATIVE, HEIRS, ADMINISTRATORS, ASSIGNS AND SUCCESSORS DOES HEREBY EXPRESSLY FOREVER RELEASE AND DISCHARGE THE CHDI FITNESS CENTER, ITS SUCCESSORS AND ASSIGNS, AS WELL AS ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUCH CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTIONS WITHOUT REGARD TO THE FAULT OR NEGLIGENCE OF ANY PARTY. **(Initial & date)**\_\_\_\_\_

**Suspension/Termination of Membership by Management:** CHDI Fitness Center has the right to suspend and/or terminate any membership for non-payment of dues or fees or for behavior detrimental to the enjoyment of the CHDI Fitness Center by other members and staff for any reason, in the sole discretion of CHDI Fitness Center.

**Buyer's Right to Cancel or Terminate Contract:** You have the right to cancel this contract within three (3) business days after receipt of a copy of this contract. Cancellation must be in writing and delivered to the CHDI Fitness Center either in person. In the event of a three (3) day cancellation, the CHDI Fitness Center will refund all enrollment fees and dues paid. Other than a three (3) day cancellation, Members may voluntarily terminate the 12-month membership at any time by: **1) notifying the CHDI Fitness Center in person and signing a cancellation form, and 2) a fee of \$45 must be paid on the day of cancellation.** Member will have the remaining days of their active membership to use the fitness center. Membership will be terminated at the day of their last billing date.

(Initial & date) \_\_\_\_\_

**Member Obligations:** Member agrees not to conduct any kind of commercial or business activity in the CHDI Fitness Center and shall not receive compensation for acting as a personal trainer for anyone within the CHDI Fitness Center.

**Unpaid Balances:** In addition to other rights, CHDI reserves the right to: **1) collect from Member(s) current and past due balances; 2) suspend and/or terminate membership privileges due to unpaid balances; 3) recover from Member(s) any collection fees, court costs, and reasonable attorney's fees (agreed to be 30% of the balance due and owing); 4) collect a service fee of \$30.00 for any check or draft payable to the CHDI Fitness Center which is dishonored.**

**Facilities and Services:** CHDI Fitness Center reserves the right at any time to remove, discontinue, repair, or replace fitness equipment without any effect on this Agreement.

**Video notice:** Member acknowledges that he/she may not take photos or videos anywhere in the CHDI Fitness Center, and that doing so may result in a loss of membership privileges. Member understands and acknowledges that the CHDI Fitness Center uses unmonitored video surveillance and that access card usage is logged, which may be retained by the CHDI Fitness Center for future use.

(Initial & date) \_\_\_\_\_

**Agreement and Release of Liability:** The CHDI Fitness Center will provide access to the building using a key tag scanning system. Member acknowledges that supervision is not *always* provided at the scanner. Member acknowledges that the use of the key tag scanning system by someone other than the assigned user of the key tag may result in loss of membership privileges for the key tag owner.

(Initial & date) \_\_\_\_\_

**Entire Agreement:** This Application and Agreement and the CHDI Fitness Center Rules and Regulations (of which I expressly acknowledge receipt) constitute the entire and exclusive membership agreement between the parties ("Membership Agreement"). Any promise, representation, understanding, oral or written, pertaining directly or indirectly to the Membership Agreement which is not contained in such documents, is hereby waived.

**I certify that I have read and understand the Membership Agreement, and I agree to its terms.**

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Signature of Member(s)

Date

CHDI Staff

# Community Health Development, Inc.

## Fitness Center

908 S. Evans Street, Building C, Uvalde, TX 78801 | 830-278-3985

### 2021 Rules and Regulations

- COVID-19 PROTOCOL: UNTIL FURTHER NOTICE, ALL PERSONS ENTERING THE FITNESS CENTER MUST WEAR A MASK AT ALL TIMES UNLESS PROOF OF FULL COVID-19 VACCINATION IS PROVIDED.**
- All members must check in at the Fitness Center front desk and scan a membership key tag before working out. Failure to provide the proper key tag may result in the denial of entry. Lost key tag replacement fee is \$10.
- The Fitness Center can only be used by people with approved admittance.
- Members ages 13 – 16 must be accompanied by a family member who is at least 21 years old and has a valid Fitness Center membership. **DUE TO COVID-19, ONLY MEMBERS ARE ALLOWED IN THE FITNESS CENTER. CHILDREN CANNOT BE ACCOMODATED AT THIS TIME.**
- Please wear appropriate exercise attire and sneakers while working out. For safety purposes do not wear open toed shoes, open backed shoes, boots, sandals, or casual shoes. If you need to change, please use our locker rooms.
- Please be respectful of others by using courteous and appropriate behavior. Profanity, grunting, and dropping weights are not tolerable. Avoid interrupting a fellow member's workout.
- Showers and locker are available for member use. Please remove all personal items including shower supplies after each use.
- DUE TO COVID -19, WATER FOUNTAINS ARE NOT AVAILABLE.**
- Please wipe off equipment after use and dispose of wipes.
- CHDI is not responsible for lost or stolen items. Valuables should be left in your car or secured in lockers. Members must bring their own lock. Locks must be removed before leaving the facility each day.
- Please clear and reset all machines for the next member. Be aware of others wanting to use the exercise equipment after you.
- Return equipment after use to proper storage areas.
- Please ask Fitness Center staff for instruction on exercise technique or equipment preparation and adjustments. Staff will assist members with first-time workouts and questions. Staff will do their best to provide everyone with appropriate assistance.
- Immediately report all equipment malfunctions, personal injuries, and specific concerns to the staff.

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Member Signature

Date

Staff Initials and Date



## Fitness Center

### PHYSICAL ACTIVITY READINESS QUESTIONNAIRE (PAR-Q)

Member Name: \_\_\_\_\_

1. Has a doctor ever said you have a heart condition and recommended only medically supervised physical activity?

\_\_\_ YES      \_\_\_ NO

2. Do you have chest pain brought on by physical activity?

\_\_\_ YES      \_\_\_ NO

3. Have you developed chest pain in the past month?

\_\_\_ YES      \_\_\_ NO

4. Do you tend to lose consciousness or fall over as a result of dizziness?

\_\_\_ YES      \_\_\_ NO

5. Do you have a bone or joint problem that could be aggravated by the proposed physical activity?

\_\_\_ YES      \_\_\_ NO

6. Has a doctor ever recommended medication for your blood pressure or a heart condition?

\_\_\_ YES      \_\_\_ NO

7. Are you aware through your own experience, or a doctor's advice, of any other physical reason against your exercising without medical supervision?

\_\_\_ YES      \_\_\_ NO

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Fitness Center

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### Health History

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

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

Past and Present Personal Health History (check if applicable)

Diseases of the heart and arteries

Diabetes

High blood pressure

Angina Pectoris (chest pain)

Epilepsy

Stroke

Anemia

Abnormal Chest X-Ray

Cancer

Asthma

Other lung disease

Orthopedic of muscular problems

Hernia

If any of the above is checked, please explain further and indicate any recommendations your doctor has made regarding exercise.

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## Fitness Center

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### Level of Physical Activity

Are you currently involved in a regular exercise program such as walking, swimming, cycling, or jogging?  Yes  No

Do you regularly walk or run one or more miles continuously?  Yes  No

If YES, what is the average number of miles you cover per workout? \_\_\_\_\_

What is your average time per mile? \_\_\_\_\_

Do you practice weightlifting or calisthenics?  Yes  No

Do you perform stretching exercises on a regular basis?  Yes  No

Is there a family history of heart disease, hypertension, stroke, diabetes, heart failure, lung disease, or epilepsy?  Yes  No

If YES, please provide information regarding who the relative is, the medical problem, and the age at onset or death.

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Do you currently smoke cigarettes?  Yes  No

If YES, how many cigarettes per day? \_\_\_\_\_

If you smoked in the past, when did you quit? \_\_\_\_\_

Are you currently taking medication prescribed by a physician?  Yes  No

If YES, indicate name of medication, dosage taken, and the reason you are taking it: \_\_\_\_\_

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Please indicate below any additional medical information that you think is important for us to know prior to fitness testing or exercise.

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