

Waiver of Claims and Assumption of Risk Form

This Waiver of Claims and Assumption of Risk Form (the "Waiver") executed on this ____ day of _____, 20__, by the undersigned (the "Member"), in favor of Carle BroMenn Medical Center, IWP Bloomington, LLC, and their respective subsidiaries, affiliates, directors, officers, members, managers, employees, agents, successors and assigns (collectively, the "Operator") for his/her use of the Wellness Center. The Member does hereby, voluntarily, and without duress execute this Waiver under the following terms:

1. Release and Waiver: Member does hereby release and forever discharge and hold harmless the Operator from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Member's use of the Wellness Center, including, but not limited to Member's: (a) entry into or upon the facilities of the Wellness Center, (b) participation in any program or activity offered through the Wellness Center, (c) use of any equipment, machinery, or facilities of the Wellness Center, or (d) any exercise activities conducted outside the facilities of the Wellness Center. Member understands that this Waiver discharges the Operator from any liability or claim that Member, or any of Member's heirs, executors, administrators, and assigns may have, against the Operator, with respect to bodily injury, personal injury, illness, death, or property loss or damage that may result from any of the above activities, whether caused by the negligence of the Operator or otherwise. Member also understands that the Operator does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

2. Medical Treatment: Member does hereby release and forever discharge the Operator from any and all claims whatsoever which may arise on account of any first aid, treatment, or service rendered in connection with any of Member's activities described herein.

3. Assumption of Risk: Member understands that there are possible dangers associated with activities requiring physical exertion, including, without limitation, transient dizziness, fainting, nausea, muscle cramping, musculoskeletal injury, sprains and strains, heart attack, stroke or death, and that the Wellness Center will **NOT** be monitoring Member's use of the equipment, machinery or facilities of the Wellness Center. Member hereby assumes full responsibility for any and all injuries or damages arising from those risks.

4. Representations: Member understands that strength, flexibility, sports and aerobic exercises, including the use of exercise equipment involves risk of injury. Member represents that Member is physically able to participate in the activities and programs offered through the Wellness Center and that Member will not extend himself/herself beyond his/her abilities, or if Member does so, it will be at his/her own risk. Member has been informed by the Operator that he/she should consult with a physician concerning his/her current physical condition, and should periodically update his/her physical condition with a physician. Member has either obtained his/her physician's approval or has decided to participate in physical activities without obtaining the advice of a physician.

Guest Intake

Print Name: _____ **Date of Birth:** _____ **Date:** _____
Address: _____ **City:** _____ **State:** _____ **Zip:** _____
Phone: _____ **Email:** _____
Emergency Contact: _____ **Emergency Contact Phone:** _____
Signature: _____

By signing above, Guest/Member acknowledges that he/she has read this Waiver and understands the rights he/she is waiving by signing it.

Signature of parent or guardian is required if Secondary Member is under the age of 18. Failure to sign will preclude a Secondary Member from any activity or event at the Wellness Center.