



Accenture Fitness Center Membership Form

Accenture Tower
333 South Seventh Street
Minneapolis, MN 55402



_____ Last Name			_____ First			_____ Middle			_____ Employer				
_____ Address						_____ Employer Address						_____ Suite	
_____ City			_____ State			_____ Zip			_____ City			_____ State	_____ Zip
_____ Day Phone			_____ Evening Phone			_____ Work Email address							
_____ Birth date						_____ Emergency Contact Person & Phone							

Your email address will be used for correspondence between AdvantageHealth, CBRE and the Accenture Fitness Center only. Your personal information and email will not be used for any outside solicitation or marketing purposes.

Please read, initial, and sign.

I acknowledge that membership cards are non-transferable and must be shown at all times for admittance to the Accenture Fitness Center facility. initial_____

Please provide the first five digits of your access card. # _____

By signing, I acknowledge that I have read and understand the words and language in the Membership Policies on the reverse side of this form.

Signature_____ Date_____

Personal Health History

Please respond to the following questions to determine whether it is recommended or not to receive a physician's approval prior to getting started on an exercise program.

- | | |
|--|-------------------|
| | <u>Circle One</u> |
| 1. Are you over age 40 AND unaccustomed to vigorous activity? | Yes No |
| 2. Have you ever had a heart attack? | Yes No |
| 3. Have you ever been told by a doctor that you have high blood pressure, a heart murmur, heart or lung disease? | Yes No |
| 4. Is your heartbeat ever irregular or do you have spells where it suddenly goes fast? | Yes No |
| 5. Do you have chest, neck, shoulder or arm pain or pressure during or after exercise? | Yes No |
| 6. Are you taking medications for your heart? | Yes No |
| 7. Do you get out of breath with moderate exertion? | Yes No |
| 8. Do you have bone or joint problems? | Yes No |
| 9. Is your cholesterol high? | Yes No |

If you answered "Yes" to any one or more of the above questions, AdvantageHealth Corporation, CBRE and the Accenture Fitness Center highly recommend you see your physician before beginning an exercise program. Your consent to the Waiver of Liability and the Membership Contract acknowledges your understanding of the Personal Health History and recommendations. You can obtain a Physician Referral Form from an Accenture Fitness Center staff person that can be reviewed and completed by your health care provider.

Office Use Only
Start Date: _____

Accenture Fitness Center Membership Benefits and Policies

Membership Benefits: For facility hours and program information, please call the Accenture Fitness Center or inquire at the front desk.

Change in Contact Information: Member must notify the Accenture Fitness Center staff in writing when any contact information changes. Primary correspondence will be done via email.

Cancellations: Cancellation of membership must be made in writing to the Accenture Fitness Center staff.

Membership Cards, Access & Replacement Fees: These cards may be revoked at any time. These membership cards are non-transferable and must be shown at all times for admittance to the Accenture Fitness Center. Transference, duplication, or alteration of membership cards will result in termination of membership. Replacement fees will be charged for lost cards.

Membership Type Status: Exclusive membership to the Accenture Fitness Center is free to all clients in the building. Proper proof of affiliation to the Accenture Building, such as employee identification or an employer's written acknowledgement of employment, will be required at time of registration.

Facility Closures: All facilities, programs, and services are subject to availability. The Accenture Fitness Center Facility will be closed on national holidays. In addition, maintenance closures may occur throughout the year to ensure the safety, cleanliness and quality of our facility. The Accenture Fitness Center's hours are Monday through Thursday 6:00 a.m. to 7:00 p.m. and Friday 6:00 a.m. to 6:00 p.m. Hours are subject to change.

Locker Policies: The Accenture Fitness Center is not responsible for personal belongings and is not liable for items that may be lost, stolen or cleared. Locker cards will allow you access to lockers and to use the pull-out key to lock your locker during your workout time only. Lockers are not for overnight use or for personal use outside of fitness center use. Lost locker keys will be assessed a fee.

Code of Conduct: The Accenture Fitness Center members agree to abide by The Accenture Fitness Center's code of conduct. For the full text of the Code of Conduct, please talk to an Accenture Fitness Center staff member or see posted signs throughout the facility.

****All dates and fees are subject to change****

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment, services, and programs of the Accenture Fitness Center, I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** AdvantageHealth Corporation, CBRE, and the ownership of Accenture Tower, as well as any successors, assigns, affiliates and subsidiaries, and any of their directors, officers, employees, managers, members, and agents from liability **from any and all claims including the negligence of** Accenture Fitness Center's facilities and programs resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment. I further release, waive, discharge and covenant not to sue CBRE, the ownership of Accenture Tower, and their successors, assigns, affiliates, subsidiaries, or any of their directors, officers, employees, managers, members or agents in connection with the provision any health and fitness related services and programs provided by AdvantageHealth Corporation and its employees at the Accenture Fitness Center.

Signature of User

Date

Print Name

Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Accenture Fitness Center has facilities for and provides for activities such as weight lifting, running, aerobic activities, classes and sporting activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system.

The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by the Accenture Fitness Center's Facilities and Programs. I hereby **assert that my participation is voluntary and that I knowingly assume all such risks.**

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD AdvantageHealth Corporation, CBRE, and the ownership of Accenture Tower, as well as their respective successors, assigns, affiliates, subsidiaries, and any of their directors, officers, employees, managers, members, and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement at the Accentue Fitness Center and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect to the maximum extent permissible.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of User

Date

Print Name