



## 1861 Fitness Center Membership Form

Last Name:		First Name:	
Contact Phone:		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	
Email:		Would you like to receive emails from the fitness center regarding programs, classes and operational notices?  <input type="checkbox"/> Yes <input type="checkbox"/> No	
Employer:			
Cardkey ID Number:			
<b>Emergency Contact</b>			
Contact 1:	Relationship:	Phone Number:	
Contact 2:	Relationship:	Phone Number:	

### New Member Survey

**How did you hear about the fitness center?**

- |   |  |
|---|--|
| <input type="checkbox"/> Word of mouth<br><input type="checkbox"/> From my employer<br><input type="checkbox"/> Fitness center promotion<br><input type="checkbox"/> Newsletter | <input type="checkbox"/> Masterclass<br><input type="checkbox"/> Health screening<br><input type="checkbox"/> Other: _____ |
|---|--|

**Please check any services you are interested in:**

- |  |   |
|--|---|
| <input type="checkbox"/> Complimentary equipment orientation<br><input type="checkbox"/> Complimentary personalized exercise program<br><input type="checkbox"/> Group exercise – including yoga and Pilates<br><input type="checkbox"/> Running group<br><input type="checkbox"/> Walking group<br><input type="checkbox"/> Sport conditioning / Sport performance program<br><input type="checkbox"/> Other: _____ | <input type="checkbox"/> Weight management programs<br><input type="checkbox"/> Goal setting session<br><input type="checkbox"/> Body composition screening |
|--|---|



## Rules and Regulations

### Read and Initial All

1. Only Fitness Center card holders will be allowed entry. If you are caught assisting a non-member into the facility, your membership will be revoked. \_\_\_\_\_
2. Each patron must submit a completed Membership Forms in order to use the facility. \_\_\_\_\_
3. Anyone caught using the Fitness Center without a membership will have their future privileges revoked and their employer notified. \_\_\_\_\_
4. The use of cell phones inside the Fitness Center is prohibited. \_\_\_\_\_
5. Limit your workout to 30 minutes on cardio equipment when people are waiting. \_\_\_\_\_
6. Patrons are encouraged to keep their lockers locked at all times and Macerich and Corporate Fitness Works are not responsible for any lost or stolen items. \_\_\_\_\_
7. Patrons cannot leave items in the lockers or locks on the lockers overnight. Locks will be cut each night and items left in lockers will be turned in to lost and found. \_\_\_\_\_
8. Patrons must bring separate footwear for use in the workout areas; sneakers must be worn; no other footwear is acceptable. \_\_\_\_\_
9. Please keep the showers in a clean and orderly condition. Do not leave toiletries in the shower and sink areas. \_\_\_\_\_
10. The Fitness Center staff recommends using a spotter and bar clips when using free weight equipment. \_\_\_\_\_
11. Bags, balls, sticks, bats, shoes, changes of clothing, etc. are not allowed in the workout areas. \_\_\_\_\_
12. Horseplay, profanity, racist, or sexist comments will not be tolerated in this facility. Any individual displaying these types of behaviors will be asked to leave immediately and may be subject to loss of Fitness Center privilege. \_\_\_\_\_

Please note that the above covers several key rules and regulations, but it is not a comprehensive list. These rules and regulations may be modified or amended at any time and in any manner, and you agree to comply with posted rules and regulations.

I certify that I have read the Fitness Center Rules and Regulations and agree I will comply with these Fitness Center rules and regulations.

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

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

Witness: \_\_\_\_\_

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



## Informed Consent and Waiver

If you elect to use the 1861 Fitness Center facilities (Fitness Center), or if you elect to participate in any related programs, your use and participation will be at your sole risk. Corporate Fitness Works staff are trained in fitness program management but are **not** medically trained. Although Corporate Fitness Works staff may assist you in learning to use the exercise equipment and in developing an exercise program, and may also conduct fitness assessments upon your request, you should not view their assistance, or the results of any fitness assessments, as a medical diagnosis or statement about your health or the suitability of a program for you. You should consult with your personal physician throughout your use of Fitness Center and activities.

Even consultation with your physician and engaging in regular exercise in no way guarantee against the possibility of adverse occurrences during exercise sessions, use of equipment, or related activities. Possible risks include, but are not limited to, transient dizziness, fainting, muscle cramping, musculoskeletal injury, sprains and strains, heart attack, stroke or sudden death.

I understand that the health and fitness assessments and programs and activities provided or sponsored by Corporate Fitness Works, or their respective employees, contractors or subcontractors, do not provide a diagnosis of disease or a lack thereof and are not a substitution for regular medical care and consultation and in no way declare my fitness or lack thereof for use of the Fitness Center or the equipment and programs provided therein.

I further understand that any recommendations regarding exercise or diet are entirely my responsibility and that I should consult a private physician prior to undergoing any changes in exercise or diet.

In consideration for being permitted access to and use of the Fitness Center, I, my family, heirs, executors, representatives, administrators, and assigns do hereby waive, release, and forever discharge Corporate Fitness Works and their affiliates, officers, directors, employees, contractors and agents from any and all responsibilities, liabilities and lawsuits, present or future, and causes of action for ordinary negligence, whether foreseeable or unforeseeable, arising out of or related in any manner directly or indirectly, to my use of or access to the Fitness Center, including, but not limited to, such claims that may result from any injury, illness, or death, accidental or otherwise, during or arising in any way from my participation in any exercise, health promotion or recreation activity or fitness testing associated with the Fitness Center, or my using any of the equipment, locker rooms or programs made available in the Fitness Center. I hereby agree to expressly assume and accept sole responsibility for the risk of injury or death so long as they are not the result of gross negligence by Corporate Fitness Works.

The undersigned hereby expressly agrees that this Informed Consent and Waiver is intended to be as broad and inclusive as permitted by the laws of the state of Virginia, and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I certify that I have read the above Informed Consent and Waiver and have had any questions answered to my satisfaction. I sign it voluntarily with full knowledge of its legal significance and understand that I have the right to have my attorney review it. I am 18 years or older.

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

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

Witness: \_\_\_\_\_

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



---

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I forever release, discharge and covenant not to sue Tysons Corner Holdings LLC, Tysons Corner Property, LLC, The Macerich Company, The Macerich Partnership, L.P., and MACW Property Management, LLC, each of their respective officers, directors, employees, partners, members, shareholders, subsidiaries, insurance carriers, contractors and/or agents, past and present (collectively, the "Macerich Parties") for any claim, liability, demand, cause of action, obligation of whatever kind or nature, whether known or unknown, foreseen or unforeseen, whether at law or in equity, which I have or may have against the Macerich Parties related to loss of life, personal injury, damage to property and/or any other damage arising from or out of any occurrence related to any exercise program, sport or physical activity at Tysons Corner Center including the building at 1861 International Drive in McLean, Virginia (collectively, the "Center").

I understand that the Macerich Parties do not provide accident, health or life insurance coverage during any exercise program, sport or physical activity at the Center and I release all private facilities and public facilities and their employees from all liability for any personal injuries, illnesses, loss or damage to property. I further understand that I am legally responsible for my actions, including, but not limited to, any damage to private or public property. I am legally responsible for my own welfare and actions, including personal needs and medical expenses, including, without limitation, transportation, hospitalization, x-rays, etc. I verify to the best of my knowledge that I am free from contagious disease, able to participate fully in the sport program, fully immunized and not exempt from immunizations for religious or health reasons. In case of a medical emergency, I hereby give my permission for emergency treatment to be administered.

I am aware that there are certain inherent risks, dangers and hazards associated with engaging in physical activities that can result in serious personal injury or death. As such, I hereby freely agree to assume and accept any and all known and unknown risks of injury associated with any use of the Center. I further recognize and acknowledge that the risks inherent in engaging in physical activities can be greatly reduced by seeking instruction from a trained professional, consulting with a physician, using common sense and following the rules and regulations of the Center.

I also give permission for the Macerich Parties to use any photos/videos in which I may appear in. The Macerich Parties will be given permission to use these photos/videos in print (on advertisements or marketing materials) or on the Macerich Parties' web sites or other Macerich Parties affiliated or sponsored web sites.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

By: \_\_\_\_\_

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

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