PERFORMANCE ATHLETIC CLUB

3250 Sagecrest Drive
Elko, NV 89801
775-738-5090

Membership Contract

First Name: _____ Middle Name: _____ Last Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Gender: ❑ Male ❑ Female Birthdate: _____

Phone Number: _____ Cell Number: _____

Email: _____

Employer: **ELKO COUNTY** Work Number: _____

Emergency Contact Information

Name: _____ Relationship: _____

Phone Number: _____ Cell Number: _____

Membership Type

❑ PAC Membership $49.99 ❑ PAC Family Membership $34.99 ❑ Month to Month $64.99

❑ Day Pass $7.00

❑ Group: _____ ☑ Corp: **$39.99**

Membership Start Date: _____ Monthly Dues: _____ Term: 6 12 M2M

Related To

Spouse Of: _____ Parent Of: _____

Child Of: _____ Other: _____

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PERFORMANCE ATHLETIC CLUB CLIENT AGREEMENT

(ADULT)

Assumption of Risk, Waiver of Liability, and Indemnification Agreement

PARTICIPANTS: Read this document carefully before signing. This document has legal consequences and affects your legal rights and will eliminate your ability to bring future legal actions.

Parties: **Released Parties** include **Performance Athletic Club, LLC** (hereafter referred to as PAC), its owners, officers, managers, employees, physiologists, personal trainers, independent contractors, volunteers, and equipment suppliers. **Releasing Parties** include the participant and spouse, children, parents, guardians, heirs, and any legal representatives, executors, administrators, successors and assigns, or anyone else bringing suit on behalf of the participant.

Nature of the Activity: Being physically fit and in good condition produces many benefits for the client - including pleasure, more attractive appearance, more energy, greater enjoyment of life, and many health benefits. Physical conditioning and training, however, by their very nature, carry with them certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. PAC provides an opportunity for clients to improve their strength and cardiovascular fitness in a pleasant environment using a variety of equipment. Members may train on their own or may elect to take advantage of a personalized program that is designed specifically for each individual by a trained exercise physiologist and individually monitored by a trained personal trainer. Regardless of the care taken by PAC in providing appropriate equipment and trained personnel, accidents and injuries can occur through no fault of the client and no fault of PAC, its staff, or agents. PAC feels that the benefits of physical conditioning and training far outweigh the risks involved, but feels it is important for you to know both the benefits and the risks so that you can make an informed decision regarding your participation in such activities.

In addition to the above fitness activities, opportunities for fun and exciting recreational and competitive sports activities are available. These include sports such as volleyball, basketball, and racquetball. Additionally, the endless pools and running track are available for training and recreation. Each of these and other similar activities involve some risk.

Strength-building activities include exercises on apparatus to develop leg strength, arm strength, abdominal strength and strength of various muscle groups. Strength-building activities place additional and unusual demands upon the body since they involve strenuous maximal, or near-maximal, exertions of force using various muscle groups. **Cardiovascular activities** also place additional demands upon the body since they generally involve prolonged moderate to vigorous exercise on running tracks, exercise bikes, treadmills, steppers, and other types of cardiovascular equipment. All activities utilized for developing cardiovascular fitness involve sustained physical activity that places significant stress on the

cardiovascular system. Additionally, all types of **exercise equipment** carry with them risks due to user misuse as well as those of equipment failure. Likewise, **fitness testing** carries with it certain inherent risks due to the strenuous, all-out effort required. Injuries can be a result of any number of inherent risks of conditioning and training, including such factors as excess stress during training or testing activities, inadvertent user inattention, unexpected equipment failure, inadvertent instructor error, and misjudgments of client ability by the client or instructor. **If you have questions regarding the benefits or risks of these, or any other activities available at PAC, please consult with any of our staff.**

Recreational and competitive sports activities involve running, quick movements, strenuous exertion, and the potential for stress and fatigue. Normal participation will involve slips, falls, and collisions with other players as well as walls and other objects. Participants are likely to be struck by balls, racquets, or other objects. A few of the risks include stress on the cardiovascular system possibly resulting in heart attack or stroke, possible muscle, joint, and ligament injuries ranging from minor to serious, and head injuries (including eyes). In spite of the precautions taken, the running track and the swimming pool are not without risk. A few include serious falls due to user error or equipment failure and the always present danger of drowning.

Assumption of Risk: I understand that the inherent risks of physical conditioning, training (including strength-building and cardiovascular activities), and recreational/competitive sports activities vary with the activity, the muscle group involved, and with the exercise equipment used. Common minor risks include, but are not limited to, minor muscle strains, muscle sprains, muscular fatigue, contusions, being bruised by a piece of equipment, and post-exercise soreness. More serious, but less frequent, risks include, but are not limited to, joint injuries, torn muscles, heat-related illnesses, eye injuries, and back injuries. There is also the more remote risk of a catastrophic incident (e.g., stroke, heart attack, paralysis, or death).

I have read the previous paragraphs and **I know and understand the nature of the activities** at PAC, **I understand the demands** of those activities relative to my physical condition and skill level, and **I appreciate the types of injuries** that may occur as a result of activities made possible at PAC and their potential impact on my well-being and lifestyle. **I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

Acknowledgments, Assertions, and Agreements:

- I assert that I have no medical problems that would contra-indicate an exercise program.
- I acknowledge that PAC recommends and encourages each client to get medical clearance from his/her personal physician prior to participation I physical conditioning and training.
- I assert that I possess a level of physical fitness to enable me to safely participate in the fitness program at PAC.
- I authorize PAC to administer emergency first aid, CPR, and use an AED when deemed necessary by PAC.

3250 Sagecrest Drive
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- I authorize PAC to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by PAC.
- I authorize PAC to share my medical history with emergency medical personnel when deemed necessary.
- I agree to assume all costs of emergency medical care and transportation.
- I give consent to certain physical touching that may be necessary to ensure proper technique and body alignment.
- I acknowledge that it is my duty to inform my personal trainer or the facility staff and cease exercise immediately if I should feel any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) whether during testing, strength training, cardiovascular training, or any other activity.

Waiver of liability for Ordinary Negligence: In consideration of permission to use the property, facilities, and services of PAC, today and on all future dates, **I** (on behalf of myself and the Releasing Parties) **do hereby release, waive, and discharge PAC and the other Released Parties** from liability **from any and all claims arising from the ordinary negligence** of PAC.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in PAC activities (including, but not limited to, organized training activities, fitness tests, classes, observation, individual use of any and all claims resulting from the damage to, loss of, or theft of property.)

Indemnification: I, on behalf of myself and Releasing Parties, **agree to hold harmless, defend, and indemnify** PAC (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) from any and all claims of the Releasing Parties arising from my injury or loss due to my participation at PAC.

I further agree to hold harmless, defend, and indemnify PAC (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation at PAC.

Covenant Not To Sue: I, on behalf of myself and Releasing Parties, **covenant not to sue PAC** and Released Parties for any present or future claim I might have. This includes claims resulting from 1) the inherent risks of physical conditioning and training or recreational sports activities and 2) the ordinary negligence of PAC and Released Parties.

Integration Clause: I affirm that this agreement **supersedes any and all previous oral or written promises or agreements.** I understand that this is the entire agreement between me and PAC and cannot be modified or changed in any way by representations or statements by any agent or employee of PAC. This agreement may only be amended by a written document duly executed by all parties.

3250 Sagecrest Drive
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Mediation: I agree to engage in good faith efforts to **mediate** any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time.

Severability: I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Nevada and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Venue: I understand that if legal action is brought, the appropriate trial court for the County of Elko in the State of Nevada has the sole and exclusive jurisdiction and that only the substantive laws of the State of Nevada shall apply.

Acknowledgment of Understanding: I have read this Assumption of Risk, Waiver of Liability, Covenant not to Sue, and Indemnification Agreement and **fully understand** its terms. I understand that I am **giving up substantial rights,** including my right to sue. I further acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a **complete and unconditional release of all liability** due to ordinary negligence by PAC (or the Released Parties) or the inherent risks of the activity, to the greatest extent allowed by law in the State of Nevada.

_____	_____	_____
Client Name (Please Print)	Client Signature	Date

Emergency Contact Person: _____ Phone: _____

3250 Sagecrest Drive
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Gym Etiquette

We appreciate your business so much that we want to maintain a nice facility for you to use. In order to do that, we will require you to adhere to a specific code of etiquette.

1.) Foul language will not be tolerated. It is disrespectful to other members and is often considered offensive.
2.) Dropping of the weights will also not be tolerated. This is bad for our weights and the floor. It can also injure others that may be passing by or standing near you
3.) Gym bags will be stored off the fitness floor. This poses a tripping hazard.

This code of etiquette will be enforced as follows:

1.) On the first offense you will simply be asked to change your behavior
2.) On the second offense, you will be asked to leave the gym for the day.
3.) On the third offense, you will be asked to leave permanently and your membership will be cancelled.

We thank you for your attention to this matter as we want everyone to have an enjoyable and effective experience.

Initials: _____

3250 Sagecrest Drive
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Pool Rules and Policies

- Pools are 4' 2" in depth.
- No one under the age of 16 is permitted to use the pools.
- Only 1 person at a time is permitted to use the pools unless accompanied by a trainer.
- No running.
- No diving.
- No food or drinks permitted in the pool rooms.
- Pools are monitored by camera at all times.
- Swimming cap should be warn at all times while swimming. LONG HAIR MAY GET CAUGHT IN TREAD MILL CAUSING HARM OR DEATH.
- Performance Athletic Club assumes no liability for injuries or damages arising from the results of participation unless due to willful or gross negligence on the part of Performance Athletic Club. Due to the strenuous nature of some activities, the participant is advised to consult his/her physician concerning fitness to participate. All activities present certain inherent risks and hazards which the participant assumes.
- Persons under the influence of alcohol or drugs will not be permitted in the pool areas.
- Any injury occurring in the pool area must be reported to Performance Athletics management team immediately.
- All patrons must take a cleansing soap shower before entering the pool area. Tanners MUST shower before each entrance into the water in order to rinse off perspiration, lotions, etc.
- Any person having a skin disease, sore or inflamed eyes, cold, nasal or ear discharge, communicable disease, or who is wearing any kind of bandage or Band-Aid will not be permitted in the pools.
- Persons having any considerable area of sub-skin tissues, open blisters, cuts, etc., are warned that these are likely to become infected. Such persons may not use the pool.
- Toys, balls, inner tubes, inflated boats, and rafts are not permitted in the pools.
- Wearing eyeglasses in the pool is discouraged unless absolutely necessary. Non-breakable lenses and frames are necessary for safety.
- Coast Guard approved and labeled personal flotation devices, such as vests designed to provide vertical support, may be worn with permission of a Performance Athletic Manager.
- Specialized equipment, such as kickboards, fins, or paddles, are only permitted with permission from a Performance Athletic manager.

Initials: _____

New Client Tanning Form

(Please Circle One)

Do you usually tan easily in sunlight?	Yes		No
Have you tanned within the last two weeks?	Yes		No
Do you have a tendency to burn?	Usually	Only at first	Rarely
Have you ever experienced a severe burn or any other negative reaction to sunlight? …If yes, please explain_____	Yes		No
Are you currently taking any medication? If yes, please check with your physician or pharmacist to determine whether your medication may cause a photosensitive reaction.	Yes		No
Are you tanning for a vacation or special event?	Yes		No

SAFETY PROCEDURES

Please follow Instructions

- Avoid too frequent or too lengthy exposure. Like exposure to the sun, use of tanning equipment can cause eye and skin injury and allergic reactions. Repeated exposure can cause chronic sun damage, which is characterized by wrinkling, dryness, fragility and bruising of the skin and skin cancer.
- Wear protective eyewear at ALL times. Failure to do so may result in severe burns or long-term injury to the eyes.
- Medications and cosmetics may increase your sensitivity to ultraviolet radiation. Consult a physician before using tanning equipment if you are using medications, have a history of skin problems or believe that you are especially sensitive to sunlight
- If your skin does not tan when exposed to the sun, it is unlikely that your skin will tan when exposed to this tanning equipment

TANNING

HEALTH RISKS MAY INCLUDE

- Premature aging- Tanning causes the skin to lose elasticity and wrinkle prematurely. This leathery look may not show up until many years after you've had a tan or sunburn.
- Immune suppression- UV-B radiation may suppress proper functioning of the body's immune system and the skin's natural defenses, leaving you more vulnerable to diseases, including skin cancer.
- Eye damage- Exposure to UV radiation can cause irreversible damage to the eyes.
- Allergic reaction- Some people who are especially sensitive to UV radiation may develop an itchy red rash and other adverse effects.
- Skin Cancer-Exposure to UV radiation—whether from the sun or from artificial sources such as sunlamps used in tanning beds—increases the risk of developing skin cancer, according to the National Cancer Institute (NCI). Melanoma, the deadliest form of skin cancer, is linked to getting severe sunburns, especially at a young age
- Burns to the skin- sunburn happens, when there is damage to the skin, primarily from overexposure of UVB radiation UVA rays penetrate deeper into the skin and can produce tanning without burning. You should note that too long of exposure to UVA can also cause a sunburn. UVB rays can also cause a tan but are the primary cause of sunburn and skin cancer. Melanin in the epidermis absorbs UVA and UVB radiation, thus reducing the amount of radiation absorbed by basal cells and squamous cells.

NOTICE

- It is unlawful for the owner or operator of Performance Athletic Club to allow anybody under the age of 18 to use any tanning equipment.
- The owner or operator of Performance Athletic Club may be subject to civil actions for certain violations.
- Any person may report violations to any law enforcement agency.

- I agree to follow all safety procedures listed above. _____
- For my safety, I agree to wear protective eyewear while tanning. _____
  (We do supply you with FDA- approved eyewear each session; however we recommend you purchase your own pair to use.)

- Children are not allowed in the tanning rooms while the units are in operation. Please do not leave children unattended and unsupervised in the waiting area.
- No Refunds on tanning packages will be used for unused sessions.

I have thoroughly read and agree to comply with the above policies and procedures. I understand the instructions for proper use of the tanning system and am aware of the possible health risks and warnings. Therefore, I agree to wear the protective eyewear, and understand that I use the units at my own risk. I hereby release the owners, operators, and manufacturers from any liability resulting from use of the tanning devices.

Signature of customer: _____ Date: _____

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INTRODUCTORY ORIENTATION

Your New Member Orientation will include:

- Gym tour
- Determination of realistic goals & a time line for achieving these
- Exercise Principles: Impact of nutrition, Exercise, Food Supplementation, & Personal Coach

As well as any of the following options:

☐ Introduction to proper techniques on 3-5 exercises of resistance training.

☐ Introduction to abdominal, core & stability exercises

☐ Complete history including medical, activity and diet

☐ Starting statistics, including circumference measurements and body composition analysis

☐ Introduction to cardiovascular exercise and training heart range

Please do not work out or warm up prior to this consultation, as this will affect the accuracy of measurements.
Be sure to wear comfortable clothing that will allow for ease of measurements.

These and other more individualized services are provided by the Personal Trainers at Performance Athletic Club. Our goal is to give members an **orientation** (approx. 45min) into resistance training and cardiovascular training, as they are major components of health & wellness.

For Internal Use:

Consultation Date: _____ Time: _____

Trainer: _____ Member Name: _____

Name: _____ Phone Number: _____

Best Days and times:

_____

Trainer requested: _____ Preference: Male Female

PERFORMANCE ATHLETIC CLUB

WE'VE MADE SOME POSITIVE CHANGES!!!

In our efforts to continually improve our Athletic establishment we have now changed our smoothies to contain 100% purely natural fruit!!

PAC has also made changes to our memberships which are as follows:

!!!NO ENROLLMENT FEE!!!

One month PAC Membership: $64.99/month (no contract)

PAC Membership: $49.99/month

(3, 6, 12 months) Paid in full 6 months = 10% off, Paid in full 12 months = 15% off

PAC Family Membership: $34.99/ month

(This applies to spouse and two children ages 14-18)

Corporate & Group Memberships: $39.99/month

(3, 6, or 12 months)

Newmont/Barrick Membership: $39.99/ month

(Paid in full 3, 6, or 12 months)

*****EFT option only available for 6 or 12 months*****

--- Gym hours have also changed!---

12 am to 11 pm

7 days a week

Daycare Hours

M-F 8:00am to 12:00pm & 4:00 pm to 8:00pm

S-S 9:00am to 3:00pm

Elko County
HUMAN SERVICES
571 Idaho Street
Elko, NV 89801
775.738.4375

Performance Athletic Club Membership Payroll Deduction Authorization/Cancellation Form

Employees must complete and sign this form to authorize payroll deduction of Performance Athletic Club monthly membership fees.

EMPLOYEE INFORMATION

First Name_____ Last Name_____

Date of Birth_______________ Phone Number_____

Do you currently have a Performance Athletic Club membership? ☐ Yes ☐No

ENROLLMENT INFORMATION

I wish to elect the following Performance Athletic Club membership(s):

Membership Type	Monthly Rate
☐ Employee PAC Membership	$39.99/month
☐ PAC Family Membership*	$34.99/month (additional)

*Family membership covers your spouse and two children ages 14-18.

Note – Membership fees are deducted on an after tax basis from your paycheck effective the first pay period of the month.

CANCELLATION

☐ I hereby request cancellation of my Performance Athletic Club Membership payroll deduction, effective_____.

I acknowledge the following:

- ☐ My monthly membership fees will be deducted from the first pay check of each month and applied to the following month's membership.
- ☐ I must give 30 days' advanced notice if I wish to cancel my membership.
- ☐ If membership rates change, I will be required to complete a new Membership Payroll Deduction Authorization/Cancellation Form.

My signature below authorizes Elko County to deduct the monthly PAC gym membership fees selected above from my first pay check of each month. I understand if I wish to cancel my payroll deduction, I must stop the deduction through Elko County Human Resources by completing Membership Payroll Deduction Authorization/Cancellation Form. I understand that in the event I am no longer employed by Elko County, my membership will be cancelled.

Signature _____ **Date** _____

INTERNAL USE ONLY

Human Resources	Payroll
☐ PAC Membership Contract	Payroll Effective_____
☐ PAC Client Agreement	
☐ Corp. Membership Adjustment Form	Amount _____
☐ Membership Effective_____	