

TERMS AND CONDITIONS

MANAGEMENT:

The classification of Members, the amount of dues payable by the Members of each class, the amount of initiation fee, the suspension and expulsion of Members, the use of facilities and equipment, guest policies, and all other matters affecting or relating to the Members or membership shall be under the complete control of Insight Health and Fitness Center (IHFC).

DUES:

IHFC may amend the dues, joining fee, or other charges incurred by Members and guests by filing a 30-day written notice of the amendment. The posting of the amendment in conspicuous places in the IHFC will constitute written notice for this purpose and shall become effective on the date specified on the notice.

MEMBERSHIP:

It shall be policy of IHFC to accept applications for membership from any individual without regard to race, creed, color, handicap status, sex, or national origin. IHFC is a membership organization, open to individuals who have attained the age of 14-15 years (requires parental accompaniment) and 16-17 years (requires Parent or legal guardian consent). Sales of membership are subject to availability.

MEMBERSHIP FEES:

The IHFC fee structure consists of a joining fee and monthly membership dues.

- A. Joining fee is a one-time fee, which must be paid at the time of initial membership application and is nonrefundable.
- B. Monthly dues are based on type of membership and charged according to the method of payment selected. **The obligation to pay dues is not dependent on the availability of all of IHFC's facilities.** Tournaments, special events, repairs and/or maintenance of equipment/facilities may make it necessary for IHFC to restrict use of one or more areas, or to temporarily close IHFC, which will not reduce or suspend the membership's obligation for payment of dues.
- C. Methods of Payment:
 - a. Annual Prepayment - 15% off the sum of 12 months dues, paid in full, excluding the joining fee.
 - b. EFT Monthly Payments – Monthly dues are electronically deducted through checking, savings, and debit/credit account. Electronic deduction occurs automatically the first business day of each month.
- D. It shall remain the responsibility of the Member to verify that the automatic electronic debit is occurring correctly for membership dues. **Failure of automatic electronic debit to occur does not relieve the Member of the obligation to make the payment required for monthly membership dues agreed herein.** UNPAID BALANCES 60 DAYS OVERDUE WILL RESULT IN TERMINATION OF MEMBERSHIP.
- E. Returned Items – A fee established by IHFC will be assessed to any Member for a return on a checking, savings, or debit/credit card draft as a result of insufficient funds, closed account or similar circumstances. (NOTE: The returned item will be automatically added to the following months automatic debit collection if not paid before the date of the next scheduled payment).

- F. A Member shall not be relieved of obligation to make any payments of the membership fee herein agreed to (including any past due balance), by reason of Member's absence from the IHFC, or by reason of Member's failure to attend or use the IHFC.

TRANSFER OF PREPAID ANNUAL MEMBERSHIP:

Prepaid Annual Members, who request cancellation (per Cancellation Policy) prior to their expiration date, may transfer remaining membership to another person (providing the resigning Member owes no residual fees to IHFC). Resigning Member must accompany applying Member to the Membership Office or provide written request to transfer remaining portion of membership to the applicant. New applicant must meet all membership requirements, pay applicable joining/transfer fee and comply with IHFC membership policies prior to transfer of membership.

MEMBERSHIP CARD PROCEDURES:

All Members must present their membership card (or State-Issued Id/Driver's License) to the IHFC front desk personnel upon each visit. A Member may not allow any other individual to use their assigned membership card for any reason. Violation of any part of this policy may result in loss of member privileges. A replacement fee may be charged to replace a membership card which has been lost, stolen, or destroyed. IHFC may require an affidavit setting forth the relevant circumstances.

FREEZING A MEMBERSHIP:

A Member may request to freeze his/her membership (placed on hold and inactive) according to the following restrictions:

- A. Request to freeze membership must be submitted in writing to IHFC Membership Office 14 days prior to the beginning date of bridge request.
- B. All Members are eligible for ONE FREE MONTH (30-day period) freeze during a calendar year. Additional freezing is available as stated on the Business Office Information Form located in the membership office.

CHANGE OF ADDRESS AND CORRESPONDENCE:

Members must notify the IHFC in writing of any address or name changes.

CONVERSION:

If eligible, a Member may convert to another member type. The request must be in writing (see Insight Office Information Form) and dues will be adjusted accordingly. A conversion fee will be charged if more than one conversion is requested within a one-year period. If a Member no longer qualifies for their current membership type, IHFC will adjust said Member to qualifying member type. This may require an increase or decrease in membership dues rate. If precipitated by IHFC, the Member will be contacted regarding conversion.

CANCELLATION:

- A. Members on monthly payment plan **may cancel their membership at any time by giving written notification** (fill out a cancellation form available at the IHFC front desk, mail letter, or fax request). The date upon which the notification is received by IHFC – not postmark date – will be used as date of receipt. **Cancellation of membership will take effect a maximum of 45 days from date of receipt of request for cancellation. Cancellation request by phone or word of mouth are not accepted.**

- B. Prepaid Annual Members cancelling their membership prior to expiration date may transfer remaining membership to another individual (see **Transfer of Prepaid Annual Membership**), but are not eligible for refund of remaining membership.

SUSPENSION/TERMINATION:

IHFC reserves the right at any time to immediately suspend or terminate the membership of any Member for nonpayment of monthly dues, or failure to comply with the Policies/Procedures and Rules and Regulation adopted and/or posted by IHFC, or conduct which is detrimental to the reputation of IHFC, or the physical well-being, health and safety of the staff or other members and guests. The suspended Member will not be charged for dues for the length of the suspension.

GUEST POLICY:

- A. Membership does not include the right to extend the use of The Facility to guests. Notwithstanding the previous sentence: (i) any act or omission of a Member’s guest will be deemed to be an act or omission of the member for the purposes of this agreement; and (ii) if Member’s guest makes a claim against The Facility for personal injury or otherwise, then Member will indemnify and hold The Facility harmless from any and all damages arising from such claim(s).
- B. Members receive 3 free guest passes during one calendar year. Any further guest passes may be purchased at the IHFC Front Desk and are available to guest(s) not associated with a current member.
- C. Guest(s) must be a minimum of 16 years of age and present valid driver’s license (or picture ID) to front desk personnel upon check-in. (Note: Guests ages 16 or 17 requires Parent or legal guardian consent).
- D. Guests found in violation of IHFC policies are subject to suspension of privileges and/or permanent expulsion from IHFC and may be denied future membership.

WAIVER OF CLAIMS:

IT IS EXPRESSLY AGREED UPON THAT THE USE OF IHFC’S FACILITIES (INCLUDING THE LOCKER ROOMS, CLASSROOMS, CHILDCARE AREA, TRACK,

GYMNASIUM, POOL AREA, AEROBIC STUDIO, RACQUET SPORT COURTS, CARDIOVASCULAR AND EXERCISE WEIGHT EQUIPMENT), PARTICIPATION IN IHFC SPONSORED ACTIVITIES OR EVENTS (INCLUDING OUTSIDE ACTIVITIES OR EVENTS), AND TRANSPORTATION PROVIDED BY IHFC SHALL BE UNDERTAKEN BY A MEMBER OR GUEST AT HIS/HER OWN RISK, AND IHFC AND ITS AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS AND REPRESENTATIVES. (“REPRESENTATIVES”) SHALL NOT BE LIABLE FOR ANY INJURIES OR ANY DAMAGE TO ANY MEMBER OR GUEST, OR THE PROPERTY OF ANY MEMBER OR GUEST, OR BE SUBJECT TO ANY CLAIM, DEMAND, INJURY, OR DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION CLAIMS, DEMANDS, INJURIES OR DAMAGES RESULTING FROM ACTS OR OMISSIONS OF PASSIVE OR ACTIVE NEGLIGENCE ON THE PART OF IHFC AND ITS AFFILIATES, AND THEIR REPRESENTATIVES, ARISING FROM THE MEMBER’S OR GUEST’S USE OF IHFC FACILITIES, PARTICIPATION IN IHFC-SPONSORED ACTIVITIES OR EVENTS AND IHFC PROVIDED TRANSPORTATION. THE MEMBER OR GUEST, FOR HIMSELF/HERSELF, AND ON BEHALF OF HIS/HER EXECUTORS AND PERSONAL REPRESENTATIVES, DOES HEREBY EXPRESSLY FOREVER WAIVE, RELEASE AND DISCHARGE IHFC AND ITS AFFILIATES AND THEIR REPRESENTATIVES, FROM ANY AND ALL SUCH LIABILITIES, CLAIMS, DEMANDS, INJURIES, DAMAGES, RIGHTS OF ACTION OR CASES OF ACTION, WHETHER THE SAME BE KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, IHFC AND ITS AFFILIATES AND THEIR REPRESENTATIVES, SHALL NOT BE RESPONSIBLE OR LIABLE TO MEMBERS OR THEIR GUESTS FOR ARTICLES DAMAGED, LOST, OR STOLEN IN OR ABOUT IHFC, OR IN THE LOCKERS, OR FOR LOSS OR DAMAGES TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, AUTOMOBILES AND THE CONTENTS THEREOF.

RULES NOT EXCLUSIVE:

The rules contained herein are not exclusive. Amendments to IHFC Policies and Procedures may be made as necessary. On all questions regarding the interpretation of IHFC Policies and Procedures, the decision of IHFC will be final.

DEFAULT, ATTORNEY FEES:

If procedures for enforcement of any provisions hereof are instituted, Member/applicant agrees to pay all cost incurred for such enforcement, including, but not limited to, reasonable attorney fees if IHFC is the prevailing party.

STAFF USE ONLY:	
APPROVED/ACCEPTED BY: _____	DATE: _____
PROCESSED BY: _____	DATE: _____
IF, AND ONLY IF, ACCEPTED BY DATE VARIES FROM PROCESSED DATE, MEMBER CONTACT IS NECESSARY	
MEMBER CONTACTED BY: _____	DATE: _____

PAR-Q & YOU

(A Questionnaire for People Aged 15 to 69)

Regular physical activity is fun and healthy, and increasingly more people are starting to become more active every day. Being more active is very safe for most people. However, some people should check with their doctor before they start becoming much more physically active.

If you are planning to become much more physically active than you are now, start by answering the seven questions in the box below. If you are between the ages of 15 and 69, the PAR-Q will tell you if you should check with your doctor before you start. If you are over 69 years of age, and you are not used to being very active, check with your doctor.

Common sense is your best guide when you answer these questions. Please read the questions carefully and answer each one honestly: check YES or NO.

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	1. Has your doctor ever said that you have a heart condition <u>and</u> that you should only do physical activity recommended by a doctor?
<input type="checkbox"/>	<input type="checkbox"/>	2. Do you feel pain in your chest when you do physical activity?
<input type="checkbox"/>	<input type="checkbox"/>	3. In the past month, have you had chest pain when you were not doing physical activity?
<input type="checkbox"/>	<input type="checkbox"/>	4. Do you lose your balance because of dizziness or do you ever lose consciousness?
<input type="checkbox"/>	<input type="checkbox"/>	5. Do you have a bone or joint problem (for example, back, knee or hip) that could be made worse by a change in your physical activity?
<input type="checkbox"/>	<input type="checkbox"/>	6. Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure or heart condition?
<input type="checkbox"/>	<input type="checkbox"/>	7. Do you know of <u>any other reason</u> why you should not do physical activity?

If
you
answered

YES to one or more questions

Talk with your doctor by phone or in person BEFORE you start becoming much more physically active or BEFORE you have a fitness appraisal. Tell your doctor about the PAR-Q and which questions you answered YES.

- You may be able to do any activity you want — as long as you start slowly and build up gradually. Or, you may need to restrict your activities to those which are safe for you. Talk with your doctor about the kinds of activities you wish to participate in and follow his/her advice.
- Find out which community programs are safe and helpful for you.

NO to all questions

If you answered NO honestly to all PAR-Q questions, you can be reasonably sure that you can:

- start becoming much more physically active — begin slowly and build up gradually. This is the safest and easiest way to go.
- take part in a fitness appraisal — this is an excellent way to determine your basic fitness so that you can plan the best way for you to live actively. It is also highly recommended that you have your blood pressure evaluated. If your reading is over 144/94, talk with your doctor before you start becoming much more physically active.

DELAY BECOMING MUCH MORE ACTIVE:

- if you are not feeling well because of a temporary illness such as a cold or a fever — wait until you feel better; or
- if you are or may be pregnant — talk to your doctor before you start becoming more active.

PLEASE NOTE: If your health changes so that you then answer YES to any of the above questions, tell your fitness or health professional. Ask whether you should change your physical activity plan.

Informed Use of the PAR-Q: The Canadian Society for Exercise Physiology, Health Canada, and their agents assume no liability for persons who undertake physical activity, and if in doubt after completing this questionnaire, consult your doctor prior to physical activity.

No changes permitted. You are encouraged to photocopy the PAR-Q but only if you use the entire form.

NOTE: If the PAR-Q is being given to a person before he or she participates in a physical activity program or a fitness appraisal, this section may be used for legal or administrative purposes.

"I have read, understood and completed this questionnaire. Any questions I had were answered to my full satisfaction."

NAME _____

SIGNATURE _____

DATE _____

SIGNATURE OF PARENT _____

WITNESS _____

or GUARDIAN (for participants under the age of majority)

Note: This physical activity clearance is valid for a maximum of 12 months from the date it is completed and becomes invalid if your condition changes so that you would answer YES to any of the seven questions.



POOL Rules

1. All members **must shower** before entering the pool area and **after using the steam room.**
2. **Clothing worn during exercise** prior to entering the pool area **are not allowed** to be worn in the pool or jacuzzi.
3. **Wear appropriate swim attire.** No see-through items or jean material allowed.
4. **No street shoes allowed.** Please remove them or use booties to cover them.
5. **Any child(ren) 5 years of age and older are not allowed in the opposite sex locker rooms.** The family changing room is located in the pool area.
6. **No food or drinks are allowed in the pool area with exception of snacks, like granola bars.** Water in non-glass containers with sealable lids are allowed. NO GUM!
7. **Children under the age of 11 are not allowed in the saunas, Jacuzzi, or steam room.** Children 11-15 years of age are allowed in these areas accompanied by a parent, and limited to 5 minutes.
8. **Children are only allowed in pool area during Family Day or swim lessons.**
9. **Members may bring their own equipment** or use the specifically marked equipment provided by IHFC.
10. **No working out in the Steam Room .** The following items **are NOT allowed** in the steam room: water, razors, oils and lotions.
11. **Water walkers:** Use inside lane..
Lap Swimmer: If there are 2 or more swimmers you may divide lane in half, 3 or more swimmers you must circle swim and keep to the right of the lane. Please notify other swimmers that you will be joining them.

FAMILY DAY Rules

1. SATURDAYS AND SUNDAYS 1-4PM.
2. Spouses, Children & Grandchildren under the age of 24 **qualify** for a free visit.
3. Parents/Grandparents, Brothers/Sisters, Aunts/Uncles, Cousins/Nieces/Nephews **DO NOT** qualify.
4. Family day guests must provide their own towels.
5. Children **under the age of 16** must be accompanied by their parent/guardian **at all times** during family day hours.
6. Children **under the age of 14** are not allowed on Cardio Equipment or permitted use of the free weights throughout the facility.
7. Children **under the age of 11** are not allowed to use the saunas, jacuzzi, or steam room. Children **ages 11-15** are advised to limit their exposure to **5 minutes**.
8. No gum chewing allowed in the facility.
9. **Sports equipment may only be checked out by IHFC members.** Any lost equipment is the responsibility if the member.
10. **All other IHFC policies remain in effect during Family Day Hours.** Please review the Pool Rules!
11. **All guests** must complete the **sign in form** at the front desk to participate in Family Day.

SIGN : _____

CHILD CARE Rules

1. Reservations are required. Please call 810-893-6489 x 606 **2 hours (or close to) in advance** to secure your reservation.
2. Please inform Childcare staff of any health concerns, or special needs your child may have so we may better assist them while in our care.
3. Childcare is available to IHFC Members children or grandchildren **ONLY**.
4. **One reservation per parent may be made for each child per day.** If both parents wish to utilize ChildCare at separate times, they may make separate reservations for their child(ren) not to exceed 2 hours total per day.
5. Members are allowed **two hours** of ChildCare per day.
6. Please call if you need to **cancel** your reservation so we can serve as many members as possible.
7. **Late arrivals of 30 minutes** (or more) for a scheduled appointment will be **cancelled**, unless a Childcare attendant is notified.
8. **You must sign your child(ren) in and out upon arrival and departure.** The parent signing the child(ren) in will be the **Only** parent allowed to pick up the child, unless you inform the Childcare staff ahead of time.
9. You must pick up your child(ren) at the **end of your scheduled time.** More than 15 minutes late to pick up your child could result in reservation restrictions and/or fees established by IHFC's Director.

Date: _____ Staff Initials: _____