

# WHITEFISH THERAPY & SPORT CENTER

I, the undersigned, acknowledge the inherent risks involved when using any type of fitness equipment in the facility, and in all other sports and training sessions relating thereto. Accordingly, as consideration in exchange for being allowed to use the facility I agree to the following:

1. I understand and agree to the following financial policy:  
SPORT Center gym membership is a **month-to-month** commitment for which I will be **automatically invoiced** each month unless/until SPORT Center is notified that I wish to cancel. If I wish to cancel or put my membership on hold I will notify SPORT Center **before the 1<sup>st</sup> of the month**; otherwise I will be responsible for payment for the entire month. I understand that key cards will be deactivated if payment is delinquent.
2. I acknowledge and fully understand that I will be engaging in fitness activities that involve risk of serious injury, which may include permanent disability and even death, and severe social and economic losses which might result not only from my actions, but also from the action, inaction, or negligence of others, or the condition of the premises, or any equipment used, and further that there may be risks not known to me or not reasonably foreseeable. I expressly assume all risks of injury, including death, which may occur in connection with my use of the facility.
3. I acknowledge that the facility provides for 24-hour access and will be unsupervised during much of that time. Therefore, there are additional risks such as the risk of criminal activity and that there may not be anyone at the facility to provide assistance if needed. I understand that using the facility alone is not advised.
4. I agree that prior to participating in any activity at the facility, I will inspect the facility area and all equipment to be used, and if, through my inspection, I determine that anything related to that activity is unsafe, I will immediately advise the facility of this unsafe condition and will not participate until this condition is corrected. I will also advise the facility of any unsafe or inappropriate behavior by anyone that I observe occurring at the facility.
5. I agree to assume all the foregoing risks and accept full responsibility for my own damages following any injury, permanent disability, or death. I release, waive, discharge, and agree not to sue the facility, its parent company and any subsidiaries and all its respective agents, affiliates, associates, officers, directors, owners and employees (collectively "Releases") from demands, losses, or damages on account of any bodily injury, death or property damage caused or alleged to be cause in whole or in part by Releases or any other party's actions, inactions, or otherwise. I also agree to indemnify Releases from any and all third party claims cause in whole or part by my actions.
6. I expressly agree that the terms of release and indemnity contained herein are intended to be as broad and inclusive as it is permitted by the laws of the state of Montana. Any provision or portion of this agreement found to be invalid by the courts having jurisdiction shall be invalid only with respect to such provision or portion. The offending provision or portion shall be construed to the maximum extent possible to confer upon the parties the benefits intended thereby. Said provision or portion, as well as the remaining provision or portion hereof, shall be construed and enforced to the same effect as if such offending provision or portion thereof had not been contained herein.
7. I agree to abide by all rules of the facility, and understand and agree that my membership may be terminated at any time at the discretion of the facility.

**I have read the above, and understand that by signing below I have given up substantial rights.**

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Name (Printed) Signature Date

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Mailing Address

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Email Address

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Date of Birth Home Phone # Cell Phone #

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Emergency Contact Name Phone # Relationship

**Parental Consent** (for participants under the age of 18)

I, the undersigned parent or legal guardian of the child shown below, have read the above, and agree to its terms on behalf of my child and myself. I understand that by signing below, I am giving up substantial rights on behalf of my child and myself.

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Child's Name (Printed)

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Guardian Name (Printed) Signature Date