



SAFARI ISLAND MEMBERSHIP APPLICATION – TIVITY HEALTH

1600 Community Drive, Waconia, MN 55387 • (952) 442-0695

A Community Center Operated by the City of Waconia (the "City")

2023 Membership Application and Agreement

THESE MEMBERS SIGN IN ON THE IPAD WITH THEIR OWN CARD

FOR OFFICE USE ONLY
Date Rec'd: _____
Initials: _____



Today's Date: _____

Last Name: _____ First (GIVEN) Name: _____

Gender: _____ Date of Birth: ____/____/____

Address: _____ City: _____ Zip Code: _____

Phone Number: _____ Email: _____

Emergency Contact Name: _____ Phone Number: _____

Health Insurance Provider: _____

Health Plan/Insurance Member ID: _____

Tivity Health ID# (16 digit): _____ -- _____ -- _____ -- _____

***** PLEASE READ AND SIGN THE WAIVER ON THE REVERSE SIDE OF THIS PAGE *****

Tivity Waiver and Assumption of Risk:

Please consult with your physician before beginning any exercise program. I acknowledge that I have voluntarily chosen to participate in one or more physical exercise or fitness activity or sport programs (the "Programs"). I acknowledge (i) the nature of the risks of the particular Programs in which I have chosen to participate, and (ii) the strenuous nature of those Programs. I understand, for example, the risks associated with physical injury, abnormal blood pressure, heart attack and even death; as well as the risks associated with the negligence of a Tivity Health Services, LLC participating location and any other organization or individual participating or involved in providing or promoting any classes, functions, Programs, testing, or other activities that I participate in as a Tivity HealthTM Program member (including without limitation the owners, officers, directors, employees, and representatives of any of the foregoing).

By signing this document, I expressly assume all risk for my health and well-being and expressly assume the other risks associated with participating in the Programs, including, but not limited to, the negligence of a Tivity Health participating location and any other organization or individual participating or involved in providing or promoting any classes, functions, Programs, testing, or other activities that I participate in as a Tivity Health Program member (including without limitation the owners, officers, directors, employees, and representatives of the foregoing). I also hereby release, waive, discharge and covenant not to sue any class instructor, any Tivity Health participating location, any sponsoring organization, Tivity Health, Inc., or any of their subsidiaries or any other organization or individual providing or promoting classes, functions, Programs, testing, or other activities that I participated in as a Tivity Health Program member (including without limitation the owners, officers, directors, employees, and representatives of any of the foregoing) at any time hereafter, from any and all demands, liabilities, losses, or damages (including death, bodily injury or damage to property) caused or alleged to be caused in whole or in part by the negligence of any of the foregoing people or entities. In addition, I agree that Tivity Health may engage in – and I hereby expressly consent to – (i) the recording (in video and/or still photo format) of my participation in Tivity Health classes, workshops or other programs, and (ii) the publication or other use by Tivity Health of any such recordings in social media, broadcast media, print media, general advertising and similar purposes. I have read and understand this waiver and express assumption of risk. I have also read, understand, and will adhere to all guidelines and policies in regard to this benefit. This waiver and release shall survive the term of any agreement with a Tivity Health participating location or individual. In the event that my physician has recommended any limitations to my physical activity or I have experienced any of the following conditions, I hereby attest that I have informed my physician of the condition(s) and have obtained express consent from my physician to participate in the Programs. • Chest pains while at rest and/or during exertion, previous heart attack or high blood pressure • Any heart or circulatory conditions, such as vascular disease, stroke, chest pain, congestive heart failure, poor circulation to the legs, valvular heart disease, blood clots • Frequent fast, irregular heartbeats OR very slow heartbeats • Diabetes • Previous hip or spinal fracture (as an adult) • Lung disease or shortness of breath after mild exertion, at rest, or in bed • Open cuts on my feet that do not seem to heal • An unexplained weight loss of ten (10) pounds or more in the past six (6) months • More than two falls in the past year (no matter what the reason) • More than one year since I have engaged in regular physical activity.

**RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS
& INDEMNIFICATION AGREEMENT**

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement

In consideration of being allowed to participate in activities involving and/or relating to **aquatics, fitness, basketball, pickleball, indoor track, shuffleboard, tennis, four square, indoor play place, batting cages**, as well as other activities (collectively the “Activities”) provided by **Safari Island Community Center** (the “Host”), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant’s participation in the Activities or the use of any equipment provided by the Host (“Equipment”), including while receiving instruction and/or training;
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, volunteers, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious bodily injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, volunteers, officers, and other participants from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, volunteers, and/or officers, as well as other participants, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, volunteers, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

Photography/Video Release

Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, hereby grant to the Host, its agents, representatives, and employees the right to take **photographs and/or video of Participant** in connection with Participant’s participation in the Activities, regardless of payment by Participant. Participant hereby authorizes the Host to edit, alter, copy, copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs and/or video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, web content, and social media.

Personal Responsibility

The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that Participant is not participating against medical advice. The Participant and his/her parent(s) or legal guardian(s) are responsible for confirming that Participant has a suitable fitness level to participate in the Activities, which involve significant physical exertion, often occurring in remote locations.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant’s participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host’s Equipment before any participation.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant’s personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

The Substantive laws of the State of Minnesota shall govern this Agreement. Any legal action relating to and/or arising from the Activities or this Agreement shall be commenced in the courts of the State of Minnesota. To the extent that any portion of this Agreement is deemed to be invalid under the law of the State of Minnesota, the remaining portions of the Agreement shall remain binding and available for use by the parties to this Agreement in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I FURTHER UNDERSTAND THAT THE TERMS OF THIS AGREEMENT ARE INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAW OF THE STATE OF MINNESOTA.

Participant’s Name (Printed): _____

Participant’s Signature: _____

Date: _____

Parent/Guardian’s Name (Printed): _____

Parent/Guardian’s Signature: _____

Date: _____