**Egland Enterprises, LLC**

**534/538 Hewett Street**

**Neillsville, WI 54456**

**715-937-1509**

**Club “E” Fitness Center**

Club “E” Fitness center (a division of Egland Enterprises, LLC) is a private facility provided for the health and wellness of our tenants and their friends and family. We do ask that all participants using the facility follow the guidelines and procedures below for the safety of participants, to maintain the equipment and to assure cleanliness of the facility.

**GENERAL RULES FOR FITENSS CENTER USE**

Participants are asked to adhere to the following guidelines:

* Please show respect for the equipment, facility and towards others using the center
* Do not move or rearrange the equipment and/or exercise machines, unless otherwise permitted. No horseplay of loud offensive language will be tolerated.
* Use a spotter when lifting heavy weights and please do not drop or throw the weights. Keep hands and loose clothes from weight stacks, cables and pulleys.
* To assure that all participants are able to use the machines, please limit use of cardio machines to 30 minutes when others are waiting.
* Proper attire is required at all times: shirts and athletic shoes must be worn. No sandals, open-toe shoes, or bare feet are permitted.
* Plastic water bottles are permitted, however, glass containers and food are not allowed in the fitness areas.
* Please wipe off equipment after use with the sanitizer(s) that are provided.
* Please pick up trash, towels and personal belongings before you leave.
* Consult your physician prior to undertaking exercise in the center.
* Family and friends must be accompanied by a tenant of Egland Enterprises, LLC while using the fitness center.
* No one under the age of 18 is permitted in the fitness center

**WAIVER AND RELEASE (Must be completed and on file prior to using the facility)**

I, the undersigned, have read and understand the General Rules for Fitness Center Use. I acknowledge a full understanding of the inherent dangers and risks associated with the use of this facility and/or any fitness/wellness activity occurring therein.

I acknowledge that participation in this facility is strictly voluntary and has not been requited or required by Egland Enterprises, LLC.

I acknowledge it is recommended that I seek the approval from my physician before implementing an exercise regimen, as there may be significant health risks associated with exercising. I also understand that injury or death may result if equipment is not used properly.

I understand that in the event of accident or injury, personal judgment may be required by Egland Enterprises, LLC employees, agents, representatives, or volunteers regarding what actions should be taken on my behalf. Nevertheless, I acknowledge that Egland Enterprises, LLC personnel may not legally

owe me a duty to take any action on my behalf. I also understand that it is my responsibility to secure personal health insurance in advance, if desired.

I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any fitness/wellness facility activity. I acknowledge that I have either had a physical examination and have been given a physician’s permission to participate in these activities, or I have decided to participate in these activities without the approval of my physician.

I understand that the activities, facilities, programs and services offered by Egland Enterprises, LLC may sometimes be conducted by persons who may not be knowledgeable, licensed, certified or registered instructors or professionals. I accept the fact that the skills and competencies of some Egland Enterprises, LLC employees, agents, representatives, or volunteers will vary according to their training and experience and that no claim is made to offer assessment or treatment of any mental or physical disease or condition by those who are not duly licensed, certified, or registered and employed to provide such professional services.

In consideration for being permitted to participate in this program, and because I assume all risks involved, I hereby agree that I am responsible for any resulting personal injury, damage to or loss of my personal property which may occur as a result of my participation or arising out of my participation in the fitness center or any fitness/wellness activity occurring therein.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify and hold harmless Egland Enterprises, LLC, its officers, officials, agents and /or employees (“Releases”) from any and all claims, demands, damages, rights of action or causes of actions, present or future, arising out of my use or occupancy of the Fitness Center or any fitness/wellness activity occurring therein, including any injuries arising from the negligence of the Releases or otherwise, to the fullest extent permitted by law. I further state that I am at least eighteen (18) years of age and fully competent to sign this document; and I execute this release for full, adequate and complete consideration fully intending to be bound by the same.

**I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS CONSENT AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING LEGAL ACTION OR ASSERT A CLAIM AGAINST Club “E” or EGLAND ENTERPRISES, LLC FOR ANY INJRUY SUSTAINED.**

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Printed Participant’s Name (First and Last)

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Signature of Participant Date