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## Membership Application Instructions Fiscal Year 2020 (10/01/19 – 09/30/20)

The membership application includes the following five documents:

- 1 - Personal Information Form
- 2 - Membership Agreement
- 3 - Express Assumption of All Risks and Release of Liability Agreement
- 4 - Health History Questionnaire (HHQ)
- 5 - Physician's Approval Form.

You must fully complete the first four documents. Please print legibly and initial, sign, and date where indicated. Use the 5<sup>th</sup> form to obtain a physician's approval to use the fitness center if you answer **YES** to any of the HHQ questions on the 4<sup>th</sup> form. Incomplete or illegible entries will delay the activation of your membership. Please keep a copy of the completed application for your records.

Pay via a check or money order made payable to the "JFK Federal Fitness Center". **Renewing** members pay **\$180** and may slide completed applications and checks under the locked staff office door during un-staffed fitness center hours. **New** Members pay **\$190** which includes an additional fee of \$10 for a fitness center access key. Obtain your key when you give your completed application to fitness center staff. Staff hours are posted on the fitness center entrance door and the JFKFFC website ([www.jfkffc.com](http://www.jfkffc.com)). **Dues are non-refundable** and partial payments are not offered.

## *Note from the Board of Directors*

*The board apologizes in advance for the length of this application and for the numerous rules on the Membership Agreement. Both are necessary for our unsupervised, self-use facility where adherence to the policies and rules promotes: (1) clean, efficient, and safe fitness center experiences, and (2) lower operational costs and membership dues since we will not have to employ full time staff to supervise the facility. Remember that board members are volunteers who do not receive any compensation for the personal time they give up to ensure the fitness center remains open and continues to provide valuable services to its members. Please assist us in keeping operational costs down by taking an active role in keeping the fitness center clean, efficient, and safe.*

*We thank you in advance for your continued patronage and support!*

# Personal Information Form

**Please print, fill out all entries and sign and date at the bottom.**

Last Name		First Name		M.I.
Preferred Email Address		Work Phone (with area code)		
Employer (check one)		Birth Year	Gender (M or F)	
Federal ( ) State ( ) City ( ) Other ( )				
Federal Department (check one)				
DOC ( ) DOD ( ) DHS ( ) DHHS ( ) DHUD ( ) DOJ ( ) DOL ( ) DVA ( ) EPA ( ) GSA ( ) SBA ( ) SSA ( ) Treasury ( )				
Federal Department If Not Listed Above		Membership Type (check one)		
		Renewal ( ) New Member ( ) Intern ( )		
Emergency Contact Name		Contact Phone (with area code)		
Exercise Experience (check one)		Home Phone (with area code)		
Beginner ( ) Intermediate ( ) Advanced ( )				
The fitness center recommends orientation sessions for new members and requires orientation sessions for any member that needs assistance with: (1) developing a suitable physical activity program or (2) understanding the proper use of any exercise equipment or activity. Staff will contact you to set up a session - request below.				
Orientation Session Requested (check one): YES ( ) NO ( )				
Payment Type (check one)	Check #	Check Date	Amount	
Check ( ) Money Order ( )				

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>– STAFF USE ONLY –</b>		
<b>Activation Date (mm/dd/yy)</b>	<b>Key ID (5 digits)</b>	<b>Staff Signature</b>

# Membership Agreement

The JFK Federal Fitness Center, Inc. (JFKFFC) was organized as a non-profit corporation to foster and encourage members to engage in athletic exercise and wellness programs. Members pay dues for the sole purpose of paying for the center's non-subsidized operating costs. The fitness center is managed by a Board of Directors that is elected from the Federal employee membership population. Directors volunteer their time and receive no compensation for their services.

**The following rules, policies, and procedures (“rules”) describe the terms and conditions under which members are granted access to the fitness center. Members must abide by these rules at all times. The JFKFFC utilizes a video surveillance system to monitor and record facility activity. This system will be used to determine the nature of noncompliance with rules on an as needed basis. Noncompliance with the rules could result in the JFKFFC cancelling or temporarily suspending this contract. The rules pertain to health issues, and to a member's responsibility to keep the fitness center safe, secure, clean, and orderly. These rules are subject to change with or without notice.**

## General Facility

**The JFKFFC is an unsupervised, member operated, self use facility. JFKFFC staff will not be present during most operating hours and are not responsible for cleaning up after members. Members are responsible for adhering to all rules and for the safety, security, cleanliness, and orderliness of the JFKFFC. This keeps operating costs down and membership dues low! Members should report rule violations to fitness center staff or board directors.**

- Board directors may monitor the facility for adherence to the rules and they will identify themselves when speaking to a member in this capacity. Be courteous to staff and board directors and follow their direction with regards to safety, the rules, and the general operation of the fitness center. Respect and courtesy shall be extended to all members.
- The JFKFFC recommends orientation sessions for new members and requires orientation sessions for any member that needs assistance with developing a suitable physical activity program, or in understanding the proper use of any exercise equipment or activity. Staff will schedule sessions.
- JFKFFC is open Monday through Friday except for Federal holidays or when the building is closed for inclement weather. **JFKFFC operating hours are 5:30 am to 7:00 pm. Members must exit the facility by 7:00 pm. Members without authorized access to the JFK Federal Building cannot enter the building before 7:00 am and must exit the building by 6:00 pm.**
- **Members must swipe their FOBs before entering the JFKFFC even if the door is held open by another member.** This ensures only paid in full members gain access to the facility. Members forgetting their FOBs must legibly print their names and contact information on the sign in sheet inside the door entrance so that membership status can be subsequently verified. Do not open the door for a bell ringer unless you are comfortable asking them to sign in. Members sharing FOBs or escorting non-members into the fitness center are subject to membership termination.
- **If you lose your FOB you must obtain a new one.** Replacement FOBs are \$10.
- **Members that leave the club during workouts (e.g. runners) must take their FOBs with them.** Do not disturb others' work outs by ringing the bell to gain re-entrance upon your return.
- **The entrance door must be locked at all times and is under constant video surveillance. Video recordings will be periodically reviewed to ascertain member compliance with rules.**
- You must be a legal adult to use the facility (18 years of age or older).
- Prior to participation in the JFKFFC and every Federal fiscal year, a member must submit an accurate and complete Personal Information Form, Membership Agreement, Express Assumption of All Risks and Release of Liability Agreement, and a Health History Questionnaire (HHQ).

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Members must also submit Physician's Approval Forms if they answered 'YES' to any HHQ questions.

- Proper exercise attire must be worn at all times and includes shirts, gym pants, and toe-enclosed athletic shoes. **No bare feet are allowed.** Please clean your attire regularly to prevent foul odors and keep your hands clean to help prevent the spread of infections.\
- Food, beverages, profanity, and loud music or noises are not permitted. Plastic water bottles are ok.
- Avoid placing shoes, dirty hands, etc on the walls. Use a mat when stretching or exercising on the floor. This will help keep the rug clean, free of germs, and dry.
- **Use Comcast remotes (located in the basket by the pillar opposite the office door) to change channels.** Do not re-position TVs. TVs must squarely face front. During busy hours please think of others and select TV programs that are current and offer a general appeal such as news, sports, etc. Esoteric, exclusive, or dated programming does not offer a general appeal, will generate additional complaints to management, and could result in a future formal TV policy.
- Do not track dirt and winter salt into the fitness center. Please wipe shoes at building entrances.
- Do not turn off fans without asking surrounding members' permission. If you turn them off then remember to turn them back on when you are finished exercising.
- The use of cell phones is prohibited inside the JFKFFC. Use them in the hallway outside the center.
- Do not leave used paper towels, etc. on the floor or on equipment. Throw all your trash away!
- The JFKFFC is not responsible for any personal articles or belongings that are lost, damaged, or stolen in conjunction with your use of the fitness center.
- **There are no refunds of paid dues under any circumstances.**

**When Using Equipment**

- Tie your shoes and secure all loose clothing, personal stereos, and dangling jewelry.
- Never use equipment that appears to be malfunctioning and report the problem immediately.
- Abide by all posted warnings, cautions, and instructional decals on equipment.
- **Wipe-down equipment after each use.** Disinfectant spray bottles and cleaning towels are available.
- Removal of any equipment or supplies from the fitness center is strictly prohibited.
- **Mats, exercise balls, resistance bands, and other ancillary equipment are NOT allowed in the cardiovascular or strength equipment areas.** These areas are small and need to be kept clean and safe for their intended primary uses. Complete all floor stretching or mat and ball work in the group exercise room or in the stretching areas outside of the locker rooms.
- **Only use resistance bands in the group exercise room by using one of the two wall mounted band stations.**
- **Return ALL equipment to its proper storage location after use. Clean mats with disinfectant spray and hang them back up. Do not leave mats or balls on the floor or behind equipment.**

**Cardiovascular Equipment**

- There is a 30-minute limit on cardio equipment from 11:00 am until 1:30 pm. Please make use of the available sign-up sheets and see staff if assistance is needed.
- Treadmills allow you to walk/run in place using a belt-driven-motor. Before starting:
  - Ensure the treadmill is plugged into the wall, the display is lit, and the belt is stationary.
  - Straddle the belt with your feet on each side of the treadmill and off the belt before programming your workout or starting the treadmill. Then as the treadmill reaches a speed of 1.0 mph begin walking on the belt while holding onto the side rails.
  - When finished, be sure to let the belt slow down before dismounting, while you continue to complete your activity on a decelerating basis to 1.0 mph.
  - Never attempt to mount a treadmill while the belt is running faster than 1.0 mph.

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- Bikes (both upright and recumbent) work when you begin to pedal. Before beginning a workout on a bike, adjust the seat height so that there is a slight bend at the knee when your leg is fully extended. Use the foot straps to prevent slipping and improve biomechanics.
- Ellipticals/Cross-Trainers work when you begin to pedal. Keep both feet flat on the pedals while using and make sure the pedals come to a complete stop before dismounting.

**Strength Equipment**

Strength machines are designed to perform 1 or 2 basic movements while free weights are designed to give you total range of motion in a movement. Always adjust weights to your appropriate level and never sacrifice proper form to lift more weight. **To prevent equipment damage and noise pollution/disruption, do not clank free weights together or perform swift banging motions on the strength machines.**

- Before beginning a workout on strength machines:
  - Adjust the equipment for your size and range of motion and use the hand and foot grips.
  - Keep hands and feet away from weight stacks, moving parts, and cables while in motion.
  - Do not try to adjust or modify the equipment with additional weight, cables, or the like.
  - Free weights include dumbbells, barbells, weight plates, and racks. Before using:
    - Always lift with a spotter (someone who can assist you with the weight). Do not lift free weights on a bench if you are lifting alone and staff is not present. Use the SMITH machine in this case.
  - **Never drop or throw weights.**
  - **Return all weight plates (strip down all bars), bars, dumbbells, etc. to their appropriate storage locations and do not leave any attachments on the cable machine.** Equipment left on the floor is a tripping hazard and the cables should be left empty for the next user.
  - **Mats, balls, and resistance bands are not allowed in the strength equipment area.**

**Group Exercise Room**

- The room is reserved from 11:00 am until 1:30 pm for group exercise classes. Do not enter the room unless you are participating in a class. This would distract the instructor and could be a hazard to participants in motion. Members can share the room the rest of the day and use the TV, VCR, & DVD.
- The JFKFFC will attempt to provide 6 to 8 group exercise classes per week that are taught by certified staff instructors that are paid via member dues. The JFKFFC will post class schedules and attempt to notify participants of any cancelations.
- Bare feet are allowed for YOGA and Pilates classes. Please wear athletic shoes into the room.
- **Resistance bands and class dumbbells are to remain in the group exercise room and should be returned to their storage locations after use. Only use resistance bands and the TRX system on their approved mounting locations in the group exercise room.**

**Locker Rooms**

- Members are responsible for the care, upkeep, and security of the locker rooms. If problems occur notify staff immediately. During un-staffed hours, call GSA at the numbers posted in the locker rooms to report facility malfunctions such as clogged drains, faulty outlets, flooding, etc.
- There are additional toilets in two bathrooms located down the hallway from the gym entrance.
- Locks and all articles must be removed after each use. Overnight or day locks will be cut off.
- **For health reasons - shaving, sitting naked on benches, and bathing in the sinks is not permitted.**
- Use powder and aerosols sparingly, keep them contained to you, and clean up any spills.
- Do not leave anything behind in the showers, lockers, or elsewhere. This includes paper towels, hangers, and items that pose health threats such as used bandages, nail clippings, floss, etc.

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- Assist in keeping the locker rooms dry by wiping the sinks after use, drying off in the shower stalls, and ensuring the shower curtains are appropriately closed to contain water.
- Please refrain from tying up the sink. The large mirror can be used for personal grooming.
- Members must thoroughly wash their hands after going to the bathroom. This is a very serious health issue. If another member is tying up the sink, ask them to allow you to wash your hands.

**Security**

**The JFKFFC is an unsupervised, member operated, self use facility. Part time staff will NOT be present during most operating hours.** An emergency telephone is available and emergency phone numbers are posted outside the fitness center's office door. Please call the Federal Protective Services if you feel threatened or witness any suspicious activity. The JFKFFC uses a video surveillance system to monitor and record facility activity.

**Severe Weather, Power Outages, Fires & Gas Odors**

- In case of severe weather, immediately go into the hallway outside the fitness center's front door, close all doors, and lay low to the ground. This area contains no windows and limits flying debris danger.
- In the event of a power outage emergency lights will illuminate a path to the exit.
- In the event you smell or see smoke, or gas odors, exit the building immediately and call 911.

**Injury and First Aid**

- For minor injuries (cuts, abrasions, etc) a first aid kit is located near the center's office door.
- For serious injuries that need medical treatment, dial the emergency numbers located next to the emergency phone that is by the office door. A defibrillator unit is also located by the office door.
- After the emergency is under control, report all injuries to the fitness center director by calling 857-233-4175. Then fill out the accident/injury report form located near the office door.

I certify that I have read all the above rules, policies, and procedures ("rules") contained in this membership agreement and I agree to abide by all of them. I also agree that my noncompliance with any of these rules may result in the JFKFFC canceling or temporarily suspending this contract. I understand that there will be no refunds of any paid dues and that these rules are subject to change with or without notice. I also agree to immediately report injuries, rule violations, and equipment and facility malfunctions to JFKFFC management.

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **EXPRESS ASSUMPTION OF ALL RISKS AND RELEASE OF LIABILITY AGREEMENT**

### **PURPOSE OF THIS BINDING AGREEMENT**

By reading and signing this document, “You”, the undersigned, sometimes also referred to as “User” or “I”, will agree to release and hold the JFK Federal Fitness Center (“Club” or “We”) harmless from, and assume all responsibility for all claims, demands, injuries, damages, actions or causes of action to persons or property, arising out of, or connected with your use of the Club’s facilities, premises or services. The agreement and release is for the benefit of the Club, its directors, officers, management, employees, agents, sponsors, independent contractors, volunteers, other users of the Club, and all persons on the Club’s premises. This agreement includes your release of these persons from responsibility for injury, damage or death to yourself because of those acts or omissions claimed to be related to the ordinary negligence of these persons. This agreement also includes your representations as to important matters which the Club will rely upon.

### **A. REPRESENTATIONS**

The undersigned, You, represent: (a) that you understand that use of the Club premises, facilities, equipment, services and programs includes an inherent risk of injury to persons and property, (b) that you are in good physical condition and have no disabilities, diseases, illnesses, or other conditions that could prevent you from exercising and using the Club’s equipment/facilities without injuring yourself or impairing your health, and (c) that you possess the necessary skills and fitness level to safely participate in activities of the Club that you choose to perform. You acknowledge and fully understand that you will be engaging in activities that involve risk of serious injury or bodily harm, which may include permanent disability and even death, and severe social and economic losses which might result not only from your actions, but also from the actions, inactions, or negligence of others, the rules of play, or the conditions of the premises, or any equipment used, and further that there may be risks not known to you or not reasonably foreseeable by you. Risk of injury includes injuries arising from or relating to participation by you or others in supervised or unsupervised activities of the Club. Injuries and medical disorders arising from or relating to use of the Club’s facilities include heart attacks, sudden cardiac arrest, strokes, heat stress, sprains, strains, scrapes, bruises, broken bones, concussions, and torn muscles, tendons, and ligaments, among others, and accidental injuries occurring anywhere in the Club including lobbies, hallways, exercise areas, and locker rooms. Accidental injuries include those caused by you, by other persons, and those of a “slip-and-fall” nature. As used herein, the terms “include,” “including,” and words of similar import are descriptive only, and are not limiting in any manner. You hereby agree that all exercise and use of the Club’s facilities, services, programs, and premises are undertaken by you at your sole risk.

You acknowledge and represent that you realize and appreciate that access to and use of the Club's facilities during non-supervised times increases and enhances certain risks to you. You realize that if you use the Club during non-supervised hours, any emergency response to you in the event of need for same may be impossible or delayed. While we encourage you to use the Club's facility with a partner during non-supervised times, you may choose to do so without a partner, therefore enhancing and increasing the risks to you as to the provision of first aid and emergency response. You realize that a delay in the provision of first aid and/or emergency response may result in greater injury and disability to you and cause or contribute to your death. Use of the Club with no one else present to supervise or watch your activities is not recommended and would not be allowed unless you agree to assume all risks of injury, whether known or unknown to you. You agree that prior to participating in any activity at the Club, you will inspect the



facilities there and all equipment to be used, and if, through your inspection, you determine that anything related to that activity is unsafe, you will immediately advise the staff of this unsafe condition and will not participate in the use of the facilities until the condition is corrected. You also agree to abide by all safety rules and instructions as well as the instructions of the Club's management and instructors. You agree to inform the Club's management and instructors of any conduct or conditions that might endanger yourself or others.

You acknowledge that you understand that it is your responsibility to consult a physician concerning an exercise program that will not risk injury to yourself or impairment of your health. You do hereby acknowledge that you have been informed that you must obtain a physician's approval for your participation at the Club if the Club's health screening questionnaire indicated that you need this approval. If you have any special exercise requirements or limitations, you agree to disclose them to the Club before using the Club's facilities. You also acknowledge that it has been recommended that you have a yearly or more frequent physical examination and consultation with your physician as to physical activity, exercise and use of exercise and training equipment so that you might have his recommendations concerning these fitness activities and equipment use. You acknowledge that you have either had a physical examination and have been given your physician's permission to participate or that you have decided to participate in activity and use of equipment and machinery without the approval of your physician and do hereby assume all responsibility for your participation and activities, and utilization of equipment and machinery.

**YOU HAVE READ THE FOREGOING, ACKNOWLEDGE THAT YOU UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THE PRECEDING PARAGRAPHS AND AGREE TO SAME.**

Initials: \_\_\_\_\_

## **B. EXPRESS ASSUMPTION OF ALL RISKS**

You have represented to us and acknowledged that you understand and appreciate all of the risks associated with your voluntary participation in various activities and use of equipment/facilities at the Club, including the risks of injury, disability, paralysis, and death. You have also acknowledged that there are greater, enhanced and even other risks to you if you decide to use the Club's facility during non-supervised times. Knowing and appreciating all of these risks and enhanced risks, you have knowingly and intelligently determined to expressly assume all risks associated with all of your activities and use of equipment/facilities at the Club. You understand and are aware that strength, flexibility and aerobic exercise, including the use of equipment can be vigorous and potentially hazardous activities. You hereby agree to expressly assume and accept any and all risks of injury or death including those related to your use of or presence at this facility, your use of equipment and your participation in activity, including those risks related to the ordinary negligence of those released by this Agreement and including all claims related to ordinary negligence in the selection, purchase, set up, maintenance, instruction as to use, use and/or supervision of use, if any, associated with all equipment and facilities.

**YOU HAVE READ THE FOREGOING, ACKNOWLEDGE THAT YOU UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THE PRECEDING PARAGRAPHS AND AGREE TO SAME.**

Initials: \_\_\_\_\_

### **C. AGREEMENT AND RELEASE OF LIABILITY**

In consideration of being allowed to participate in the Club's activities and use its equipment/facilities, in addition to the payment of any fee or charge, you do hereby waive, release and forever discharge the Club and its directors, officers, management, employees, agents, sponsors, independent contractors, volunteers, representatives, successors and assigns, administrators, executors, other users of the Club, and all persons on the Club's premises from any and all responsibilities or liability from injuries or damages resulting from your present or future participation in any activities or your use of equipment/facilities in the above-mentioned activities. You also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to yourself, including those caused by the negligent act or omission of any of those mentioned or in any way arising out of or connected with my present or future participation in any activities of the Club. This provision shall apply to ordinary acts of negligence but shall not apply to gross acts/omissions of negligence, willful or wanton acts/omissions or those of an intentional/criminal nature.

**YOU HAVE READ THE FOREGOING, ACKNOWLEDGE THAT YOU UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THE PRECEDING PARAGRAPHS AND AGREE TO SAME.**

Initials: \_\_\_\_\_

### **D. LOSS OR THEFT OF PROPERTY**

The Club is not responsible for lost or stolen articles. You should keep any valuables with you at all times while using the facilities. Storage space or lockers do not always protect valuables. Consequently, by executing this Agreement and any accompanying documents, you do hereby agree to assume all responsibility for your own property and to insure that property against risk of loss as you see fit. By the execution hereof, you expressly, on behalf of yourself, do hereby knowingly agree to forego, waive, release and prospectively give up any right to institute any claim or action against the Club relating to lost or stolen property, including property lost or stolen due to the negligent act or omission of the Club. You agree to indemnify and save the Club and all of its personnel harmless from any action, claim, suit or subrogated claim or suit instituted at any time hereafter against the Club related to the theft or loss of your property at the Club. The Club shall be indemnified by you for all costs, expenses, fees, including attorney fees, incurred by the Club or its personnel by reason of any such action.

**YOU HAVE READ THE FOREGOING, ACKNOWLEDGE THAT YOU UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THE PRECEDING PARAGRAPHS AND AGREE TO SAME.**

Initials: \_\_\_\_\_

### **E. LACK OF SUPERVISION AND LACK OF EMERGENCY RESPONSES**

I realize and have been told by facility personnel that if I choose to exercise/engage in activity during periods when the facility is not supervised or monitored on a real time basis, that there may be a total inability for anyone to be summoned from on or off the premises of the facility to provide any emergency response to me if I am in need of same. It is my understanding and I have been informed that this facility does not have personnel on the premises at all operational times that are trained in cardiopulmonary resuscitation (CPR). I also understand and I have been informed that this facility will install automated external defibrillators (AEDs) by January 2009 to use in the event of emergency, but that no one may be present to use them in the event of need during unsupervised periods of facility use by me. Facility personnel have told me that public

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emergency medical services (EMS) are available to provide emergency response service in the event of need during unsupervised times of facility use – but only if I or someone else present during such times call or summon them and they respond. It is my understanding that a public EMS response may not be as timely as that which might otherwise be provided during supervised facility hours. I also consent to any emergency medical care and transportation in order to obtain such treatment in the event of injury to me as the Club may deem appropriate and I will assume the responsibility for all associated costs. I also authorize the sharing of my medical information with medical personnel. This release extends to any liability arising out of or connected with the medical treatment and transportation of me, or the failure to treat or transport me, in the event of an emergency.

Despite the fact that EMS (CPR, AED, etc) may not be available when I use the facility during unsupervised times, I hereby determine to proceed to engage in exercise activity at the Club during such unsupervised times, fully knowing and appreciating the potential risks arising from the non-use of EMS should I suffer an event which would be responsive to their use. Realizing that exercise activities in unsupervised/unmonitored settings increase the risks to me related to the occurrence of adverse events and the provision of timely emergency response, I have determined to engage in such activity anyway without supervision and/or real time monitoring. I assume all the additional risks related thereto including the possibility of injury, enhanced injury, greater/more severe injury, or even death, and hereby release, discharge and acquit the facility and all of its directors, officers, employees and agents from any claims or causes of action related to my use of the facility, its equipment, and the lack of emergency response or timely emergency response to me if I would need same at unsupervised times and which is related to the ordinary negligence of those released hereby or anyone else. I hereby expressly assume all such risks.

**YOU HAVE READ THE FOREGOING, ACKNOWLEDGE THAT YOU UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THE PRECEDING PARAGRAPHS AND AGREE TO SAME.**

Initials: \_\_\_\_\_

This Agreement shall be interpreted according to the laws of the State of Massachusetts. If any part of this Agreement should ever be determined by a court of final jurisdiction to be invalid, the remaining portions hereof shall be deemed to be valid and enforceable. I further agree that any claims or causes of action which arise out of this agreement shall be instituted and litigated only in the state courts of Suffolk County, Massachusetts.

**YOU HAVE READ THE FOREGOING, ACKNOWLEDGE THAT YOU UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THE PRECEDING PARAGRAPHS AND AGREE TO SAME.**

Initials: \_\_\_\_\_

## ACKNOWLEDGMENT & INDEMNIFICATION

I have read and retained a completed copy of this Agreement and any Rules and Regulations of the Club which are incorporated herein by reference. I agree to be bound by the terms and conditions of this Agreement and the Rules and Regulations of the Club, as same exist or as same may be amended from time to time hereafter. This Agreement shall be binding upon me and my spouse, my heirs, my estate, my executors, my administrators and my successors and/or assigns. I realize that this Agreement is designed to prevent me and/or them from filing any personal injury or other lawsuit based upon the inherent risks of my voluntary participation at the Club or the ordinary negligence, including negligent battery, or even negligent wrongful death, loss of consortium or any other similar lawsuit arising out of any injury to me which I or they may possess hereafter. I affirm that I understand that I am relinquishing substantial legal rights, including the right of financial recovery for injury. I also affirm that I am voluntarily signing this Agreement and that this Agreement supersedes any and all previous oral or written promises or agreements I had with the Club. The undersigned, on behalf of myself and my heirs, executors, administrators, successors and assigns hereby agree to indemnify and defend the Club and all those hereby released and to hold and save them absolutely harmless if anyone, including the undersigned, should hereafter file suit against the Club or those released hereby for any matter intended to be released by this Agreement. I will reimburse the Club for all costs, expenses, and fees, including attorney fees, legal costs, court costs, and investigative costs incurred by the Club or its personnel by reason of any such action.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Health History Questionnaire (HHQ)

Circle either a YES or NO response to each question. Make sure you fully understand all questions before answering.

<b>YES</b>	<b>NO</b>	1. Has your doctor ever said you have a heart condition (heart attack, stroke, blood clots, abnormal resting or exercising EKG, coronary bypass surgery or other heart surgery) AND that you should only do physical activity recommended by a doctor?
<b>YES</b>	<b>NO</b>	2. Do you currently have any of the following: pain or discomfort in the chest when you engage in physical activity, shortness of breath, unexplained dizziness or fainting, swelling in the ankles (unrelated to injury), irregular heart rate/palpitations on more than one occasion, pains in the legs causing you to stop walking, or a known heart murmur?
<b>YES</b>	<b>NO</b>	3. Do you have any pulmonary (lung) disease (emphysema, chronic bronchitis, asthma, or exercise induced asthma) other than allergies?
<b>YES</b>	<b>NO</b>	4. Are you, or have you ever been told by a physician that you are Obese in terms of Body Mass Index (>30)?
<b>YES</b>	<b>NO</b>	5. Do you currently smoke, or have you recently quit smoking within the past 6 months?
<b>YES</b>	<b>NO</b>	6. Do you have high (hyperglycemia), or low (hypoglycemia) blood sugar levels?
<b>YES</b>	<b>NO</b>	7. Currently, or within the past 12 months have you been told you have high cholesterol, or have taken medications to control your cholesterol?
<b>YES</b>	<b>NO</b>	8. Currently, or within the past twelve months have you had been told you have high blood pressure, or have taken medications to control your blood pressure?
<b>YES</b>	<b>NO</b>	9. Has your father or brother prior to age 55, or your mother or sister prior to age 65, been diagnosed with heart disease or had a heart attack or a stroke?

<b>YES</b>	<b>NO</b>	10. Have you had surgery or have you been diagnosed with any disease in the past 12 months?
<b>YES</b>	<b>NO</b>	11. Are you pregnant now or have you given birth within the last six months?
<b>YES</b>	<b>NO</b>	12. Do you have a bone or joint problem, or a musculoskeletal disorder that could be made worse by a change in physical activity?
<b>YES</b>	<b>NO</b>	13. Are you currently taking any prescription medications, except birth control?
<b>YES</b>	<b>NO</b>	14. Do you know of any other medical reasons or conditions (epilepsy, anemia, hepatitis, rheumatic fever, cancer, thyroid, diabetes, lupus, kidney, liver, osteoporosis, arthritis etc) that may hinder your ability to participate in physical activity?
<b>YES</b>	<b>NO</b>	15. Do you have a sedentary lifestyle (i.e. do you walk/jog/run, yard work, housework, recreational activities) <b>less than</b> 2 hours per week?

If you marked “YES” to any of the above questions, please elaborate below:

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**If you marked “YES” to any of the above questions, you must obtain a physician’s approval before using the JFK Federal Fitness Center for physical activity or exercise.**

I certify that I answered the HHQ questions accurately. I understand that if I answered “YES” to any questions, I must have a physician fill out the Physician’s Approval Form and consent to my participation in the JFK/FFC. I knowingly and willingly assume all risks of injury resulting from my failure to disclose accurate responses to the HHQ questions. If my health changes during the membership year, such that I could then answer “YES” to any of the HHQ questions, I agree to seek my physician’s approval for continued participation in the JFK/FFC and to immediately notify the JFK/FFC of the changes.

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Physician's Approval Form

\_\_\_\_\_ has expressed an interest in participating in the non-supervised JFK Federal Fitness Center, Inc. (JFK/FFC) facility.

The following equipment will be available for use **without supervision or instruction**: treadmills, step machines, cross trainers, rowers, exercise bikes, elliptical trainers, Nautilus Equipment, Body Masters Equipment, free weights and aerobic classes (including step, muscle conditioning, yoga and cardio-kickboxing).

As a screening device, your patient has completed the attached Health History Questionnaire (HHQ). Your patient's 'YES' response(s) on the HHQ require us to obtain your approval before your patient can join the JFK/FFC.

If you have any questions about the JFK/FFC, please contact Bruce S. Cohen, PhD, Director at 857-233-4175. This form may be faxed confidentially by the prospective member to the JFK Federal Fitness Center at 857-277-0961.

***For Physician Use Only (Please check one of the following statements)***

\_\_\_\_\_ I **concur** with my patient's participation with **no restrictions**.

\_\_\_\_\_ I **concur** with my patient's participation **with** the following **restrictions**:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ I **do not concur** with my patient's participation in an exercise program (if checked, the individual will not be allowed to join the JFK/FFC).

\_\_\_\_\_  
Physician's Name (print)

\_\_\_\_\_  
Physician's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

(\_\_\_\_\_) \_\_\_\_\_