

Chelsea Wellness Center 14800 E. Old US 12 Chelsea, MI 48118 734-214-0220 chelseawellness.org Dexter Wellness Center 2810 Baker Road Dexter, MI 48130 734-580-2500 dexterwellness.org Stockbridge Wellness Center 5116 S. M-106 Stockbridge, MI 49285 517-851-4486 stockbridgewellness.org

## Youth Consent and Conduct

Chelsea, Dexter, and Stockbridge Wellness Centers ("WC") reserves the right to stop participation in use of, programs and/or activities in any of their facility buildings and/or off-site locations where activities and/or programs are being hosted based on improper conduct or behavior which might interfere with a member's or participant's enjoyment of the facilities, activities and/or programs. Improper behavior, misuse of equipment or violation of facility rules and/or activity and/or program rules may result in actions including, but not limited to, removal of the opportunity to participate in future programs and/or activities, suspension of access to the facility activities and/or programs and termination of membership.

## Assumption of Risk and Waiver and Release of Liability Agreement

I, \_\_\_\_\_\_, for myself if I am 18 years of age or older, and/or as the Parent or Legal Guardian of \_\_\_\_\_\_, a minor, ACKNOWLEDGE that I have voluntarily agreed to use and/or consented and granted permission to allow my minor child/ward to use WC and to participate in WC activities and/or programs/virtual programs ("programs") both at WC and off-site. For and in consideration of being given the opportunity for me and/or my minor child/ward to use WC and to participate in WC activities and/or programs both at WC and off-site and as a condition of my own and/or my minor child/ward's use of WC and to participate in WC activities and/or programs both at WC and off-site I acknowledge and agree as follows:

**DIRECTION/CONDUCT:** I, and/or my minor child/ward, agree to: (1) follow any and all guidance, decisions and directions from WC, Power Wellness or their team member(s) with whom I, and/or my minor child/ward, are interacting with as part of the use of WC and/or participation in WC activities and/or programs both at WC and off-site, including without limitation any direction to remain at or to leave any location, to cease any activity, or any other direction given to me by said team member(s). I understand and agree that WC, Power Wellness and their team member(s) have complete authority to terminate me, and/or my minor child/ward, from the use of WC at any time and for any reason and that I, and/or my minor child/ward, have no expectation of continued participation in the use of WC.

INDEMNIFY AND DEFENSE, WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK: You hereby acknowledge that while exercise is encouraged to promote both physical and mental health, your attendance at or use of Chelsea, Dexter, or Stockbridge Wellness Center, including without limitation your participation in any of Chelsea, Dexter, or Stockbridge Wellness Center's programs or activities and your use of Chelsea, Dexter, or Stockbridge Wellness Center's equipment and facilities may cause injury, illness, disease, and/or viruses. You further acknowledge it is impossible to eliminate the risk of injury, illness, disease, and/or viruses, which may result from or arise out of your attendance at or the use of Chelsea, Dexter, or Stockbridge Wellness Center's Facilities or its equipment or activities. You also acknowledge that you may choose to participate in individual exercise activity that is or is not supervised by Facility staff. You agree that prior to participating in any exercise activity at the Facility, it is your responsibility to affirmatively and personally seek training and/or instruction from Facility staff to promote your safe participation in that activity and/or safe operation of any equipment at the Facility which you choose to use. You also agree and understand that by using the Chelsea, Dexter, and/or Stockbridge Wellness Center's Virtual Programming platforms to participate in Chelsea, Dexter, and/or Stockbridge Wellness Center's online classes, remote coaching, and virtual nutritional counseling you are agreeing to video and/or audio functions being used as a part of the classes and programming. You acknowledge that participating in Chelsea, Dexter, and/or Stockbridge Wellness Center's Virtual Programming platforms may cause injury. You further acknowledge that participants in Virtual Programming are not supervised by Facility staff while taking the class and are personally and solely responsible for the safety of any and all areas in which the participant takes the class. You further acknowledge it is impossible to eliminate the risk of injury from exercise in general and you assume the risk of injury which may result from or arise out of your participation in Chelsea, Dexter, and/or Stockbridge Wellness Center's Virtual Programming platforms. You acknowledge and accept the risks involved with use of aquatic and locker room wet areas, including drowning, slipping on the pool deck and adjacent corridor and locker room surfaces, and attest that you can maneuver in the water if you choose to use the swimming pools. You further acknowledge that you have the responsibility to help reduce the risk of injury, illness, disease, and/or viruses to yourself while in attendance at or using Chelsea, Dexter, or Stockbridge Wellness Center's Facility.

**ADMISSIBILITY, SEVERABILITY AND BINDING EFFECT:** I agree that this Assumption of Risk and Waiver and Release of Liability Agreement shall be admissible in evidence in any proceeding or litigation in which the terms of this Assumption of Risk and Waiver and Waiver and Release of Liability Agreement are sought to be enforced. I agree that this Assumption of Risk and Waiver and Release of Liability Agreement is intended to be as broad and inclusive as permitted by the laws of Michigan, and that if any portion hereof is held invalid, I agree that the balance thereof will, notwithstanding, continue in full legal force and effect. I agree that this Assumption of Risk and Waiver and Release of Liability Agreement shall be binding upon my heirs, legatees, transferees, assigns, personal representatives, owners, insurers, agents, servants, team members, administrators, executors, representatives and/or successors in interest of any kind whatsoever.

**ACKNOWLEDGMENT:** I have carefully read and fully understand and agree to the above-stated conditions of participation. I am aware that I am assuming all risks and releasing WC and Releasees from all liability related to my own and/or my minor child/ward's voluntary use of WC and participation in WC activities and/or programs both at WC and off-site, and that this Assumption of Risk and Waiver and Release of Liability Agreement is a binding contract between myself and WC and sign it of my own free will. I understand that this is a legal document and that I have a right and option of having an attorney review the document before signing it.

Minor Printed Name	Date of Birth	Date of Birth		
Minor Signature	Date			
Parent/Guardian Signature	Date			

Parent/Guardian Printed Name

Address	City		State	Zip
Phone		Membership ID Number		
Emergency Contact		Emergency Contact Phone		

Witness Signature	Date
-	
Witness Printed Name	
Witness Printed Name	