



## **The Wellness Center: Fitness Rules, Waiver & Release Form**

The Wellness Center of the Pinckneyville Community Hospital offers a paid membership program to provide for the health and wellness benefit of staff and community members. In order to assure the safety of the participants, the continued proper operation of equipment, and the cleanliness of the facility, we ask that all participants of the fitness program follow the guidelines and procedures set forth below:

**A. General Rules for Fitness Center Use:** All of the membership rules contained herein apply equally to members, temporary members, and guests alike. Members of the Wellness Center are bound, as a condition of membership, to comply with the rules set out below. This is to ensure that the facilities are properly and safely used, and that all members have full advantage of utilizing the facilities without interfering with the enjoyment of others.

1. Dues shall be paid timely on a daily, monthly, semi-annual, or annual basis. In the event dues are not paid timely, key cards allowing access to the facility shall be deactivated, and the member shall no longer have access to the facility. Dues may be paid by cash, check, credit card, or by electronic funds transfer. Members electing to do direct debit payments are required to agree to the normal terms and conditions of payment and understand that it is a recurring monthly charge. Membership fees shall be debited from the member's account, using their bank debit/credit card, on or around the first of each month, for the minimum one-month term from the term start date. Members can cancel their agreement and stop payments at any time, by simply logging in to their Member Area for the financial institution and opting to cancel. Members are required to keep their account in funds to meet these payments. In the event of the failure to pay the monthly membership fee, missed payments shall be re-submitted for payment by Pinckneyville Community Hospital's Wellness Center. The Wellness Center reserves the right to cancel membership if payment is not received. Access to the facility shall be denied until said payment is received and if payment is not received, cancellation of membership shall occur. There shall be a fee for EFT payments. In the event of failure to pay the monthly direct debit fee, you shall be notified that your membership has been temporarily stopped until the balance is paid.
2. The key card issued to a member is for the member's personal use only. The member shall not use their key card to let other persons into the facility, nor shall a member loan their card key to someone else. All members must scan their key card for access to the building on each entry to the Wellness Center. Pinckneyville Community Hospital reserves the right to revoke any membership, including any dues paid in advance, for failure to comply with the personal use of key card guidelines. Any member in violation of the guidelines shall be subject to forfeiting of their membership, along with any pre-paid membership dues.
3. Children under the age of 14 years are prohibited from participating in activities and using exercise equipment except in specifically designated events.

4. Any member using the facility whom the fitness staff considers to be at-risk of injury to oneself or others shall be requested to cease use of the facility on that day.
5. Members shall not mistreat, misuse, or intentionally damage any of the pieces of equipment.
6. Following the use of any exercise equipment, members shall take appropriate steps to wipe down and return the equipment to its appropriate place in the facility. Towels are provided for member use while exercising. Members shall not rearrange the pieces of exercise equipment.
7. Members shall treat other members and facility staff with respect and dignity. Members shall refrain from using loud or offensive language within the facility. Members shall refrain from any horseplay within the facility.
8. Members shall use a spotter when lifting heavy weights. Members shall also refrain from dropping or throwing weights.
9. Members shall wear proper workout attire to the facility, such as athletic attire and shoes. No open toed shoes, sandals, or bare feet are permitted except for use of the pool/aquatic area.
10. Lockers are provided for the use of members while working out. Members are welcome to use padlocks or combination locks to secure personal items in the lockers provided but must remove contents and lock upon conclusion of each visit. They may not be used overnight. Lockers left locked overnight are subject to having the locks removed (cut off if necessary) and the contents of the locker disposed of. Pinckneyville Community Hospital is not responsible for losses incurred by member as a result of locks being removed or the contents left inside of the lockers being disposed of. The Wellness Center and Pinckneyville Community Hospital will not assume responsibility for goods or other personal items lost or stolen from the changing rooms or lockers. No food or drink is allowed in fitness center with the exception of water in plastic bottles or refillable containers. Members shall dispose of their trash in the waste baskets.
11. The use of photographic equipment to take pictures or videos of any person in The Wellness Center is strictly prohibited. Any solicitation on The Wellness Center or Pinckneyville Community grounds is strictly prohibited and shall be handled accordingly, up to and including the termination of membership from The Wellness Center. Any persons who feel they have been subject to solicitation shall report this to The Wellness Center staff by phone at (618) 357-5935 or through the Pinckneyville Community Hospital's compliance reporting system via phone at 844-643-2197 or via web at [www.pvillehosp.org](http://www.pvillehosp.org) under the "Compliance" tab located under "About Us", then selecting "Ethic's Point", "Make a Report".
12. Loitering on the grounds of The Wellness Center and Pinckneyville Community Hospital is strictly prohibited. Those who are repeatedly warned about loitering shall receive notice that may result in the forfeiture of Wellness Center membership. Pinckneyville Community Hospital reserves the right to revoke any person's membership, along with any pre-paid dues, who are in violation of loitering on The Wellness Center or Pinckneyville Community Hospital grounds.
13. Although the fitness center is open twenty-four hours a day, seven days a week, staff are not present 24 hours a day, 7 days a week. In the event of an injury or other emergency that occurs at the facility, members shall contact any Wellness Center employee, if present. In the event a staff member is not present, persons shall dial 911 for any injuries or other emergencies. Members may utilize the facilities communication devices or personal communication devices in the event of an emergency.

14. Members should consult with their medical provider prior to engaging in any exercise activity at the facility. Throughout the course of membership, it is recommended that members have regular health and medical screening with a general practitioner. If you feel dizzy, faint, unwell, or feel any unusual pain, stop exercising and inform a staff member immediately.
15. The Wellness Center is under video recording twenty-four hours a day, seven days a week. Video recordings are not monitored at all times. If any person(s) utilizing The Wellness Center feels unsafe, they should contact a staff member, if present, or dial 911 to contact emergency personnel.
16. The Wellness Center may withdraw use of all or part of the fitness center for the purpose of undertaking maintenance work or any other work considered necessary.
17. Members wishing to report on accidents, incidents, or problems with services at the club should contact the Operation's Manager (simply ask at the reception desk) or can email [wellnesscenter@pvillehosp.org](mailto:wellnesscenter@pvillehosp.org) in confidence.

Pinckneyville Community Hospital Wellness Center reserves the right to revoke membership for any member who violates the fitness rules and/or fails to pay membership dues. Management reserves the right to refuse membership to any individual without cause. All memberships are Non-Transferable & Non-Refundable. I understand that the Wellness Center has video recording at all times and that such recording systems may be used to validate that the above referenced rules are being adhered to.

## **B. Privacy Policy**

This privacy policy discloses the privacy practices for Pinckneyville Community Hospital's Wellness Center. This policy applies solely to information collected by The Wellness Center for purposes of membership and payment. This is to notify you of the following:

- What personally identifiable information is collected from you, how it is used, and with whom it may be shared.
- What choices are available to you regarding the use of your data.
- The security procedures in place to protect the misuse of your information.
- How you can correct any inaccuracies in the information.

### **Information Collection, Use, and Sharing**

Pinckneyville Community Hospital Wellness Center is the sole owner of the information collected from you. We only have access to/collect information that you voluntarily give us via direct contact or email. Pinckneyville Community Hospital shall not rent or sell this information to anyone.

Pinckneyville Community Hospital shall use your information to contact you, set up membership and/or payment for fitness dues. Pinckneyville Community Hospital shall not share your information with any third party outside of the organization.

Unless you ask us not to, Pinckneyville Community Hospital may contact you via email, text messaging, or telephone in the future to inform you about specials, new services, or changes to The Wellness Center's fitness rules, waiver and release form.

## **Your Access to and Control Over Information**

You may opt out of any future contacts from Pinckneyville Community Hospital at any time. You can do the following at any time by contacting Pinckneyville Community Hospital via email at [wellnesscenter@pvillehosp.org](mailto:wellnesscenter@pvillehosp.org) or by phone at (618) 357-5935 to:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

## **Security**

Pinckneyville Community Hospital takes precautions to protect your information. When you submit sensitive information, your information is protected.

Whenever sensitive information is collected (such as credit/debit card data), that information is encrypted and transmitted in a secure way. Your information is protected both online and offline. Only employees who need the information to perform a specific job are granted access to personally identifiable information. The computers/servers in which personally identifiable information is stored are kept in a secure environment.

## **Updates**

Pinckneyville Community Hospital's privacy policy may change from time to time, and all updates shall be posted as these changes occur. If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at (618) 357-5935 or via email [wellnesscenter@pvillehosp.org](mailto:wellnesscenter@pvillehosp.org).

**Phone Number Usage Consent:** For us to service your account or to collect any amounts you may owe, you agree the Hospital, including its collection agency and legal counsel, may contact you or your spouse by telephone, and may leave voicemail messages, at any telephone number associated with your account, including wireless (cellular) telephone numbers which could result in charges to you, as well as telephone numbers of guarantors, insurance subscribers and emergency contacts listed on your account. We may also contact you by sending text messages or e-mails, using any e-mail address you provide to us. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automated dialing device, as applicable.

**Texting and Email Notifications:** In order to provide you with the best possible care, we occasionally send convenient text messages and emails to our patients about appointment reminders, fitness classes, and billing matters. Your wellness is important to us and we may also send you notifications about health care services that we offer including new service announcements, community education events and special events. Our goal is to provide you with relevant and useful information for improving your health.

## **C. Waiver and Release**

In consideration of being allowed to enroll and participate in a fitness program and activities, I, the undersigned, have read and understand the General Rules for Fitness Center Use that are outlined above.

I understand the inherent risks and dangers associated with the use of this facility and any fitness/wellness activity occurring within. I understand and acknowledge that it is recommended that I seek approval from my medical provider before implementing an exercise regimen, as there may be significant health risks associated with exercising. I acknowledge that I have either had a recent physical examination and have been given a medical provider's permission to participate in exercise activities, or I have voluntarily decided to participate in these activities without the approval of my medical provider and accept all of the risks and dangers to my health that are associated with physical exercise.

I freely and voluntarily assume full responsibility for all risk of bodily injury, including death, which may result from my participation in such fitness activities and the use, both proper and improper, of exercise equipment. I understand and agree that neither Pinckneyville Community Hospital nor anyone connected with or employed by the hospital shall assume responsibility for accidents or medical, dental, or other expenses incurred, as a result of accidents sustained during or as a result of my activities at the wellness center.

I, for myself and on behalf of my heirs, assignees, personal representatives, and next of kin, hereby release, indemnify and save and hold harmless, and forever discharge Pinckneyville Community Hospital and its employees and agents from any and every claim, arising from any bodily injury or personal injuries, known or unknown, death, and/or property damage resulting or to result from any accident which may occur as an outcome of my participation in fitness programs and use of equipment at The Pinckneyville Community Hospital Wellness Center. I understand that I may, at my own discretion and expense, obtain personal insurance for loss, injury, or damage that I might sustain from use of the Wellness Center. I understand that I exercise at my own discretion and accept any injury or illness brought on by exercise.

I understand that membership is extended to members on a monthly, semi-annual, or annual agreement. Cancellation of membership must be submitted by contacting The Wellness Center by phone at (618) 357-5935, in-person, or email at wellnesscenter@pvillehosp.org. I understand that I must do this 30 days prior to the next billing date.

The undersigned states that he/she has carefully read the above waiver for any rights that I or my successors may have to bring a legal action or assert a claim against Pinckneyville Community Hospital, its employees, and its agents. I have read and fully comprehend the content of this release, and sign this release at my own free will. I further state and acknowledge that I am at least eighteen (18) years of age (Members under the age of eighteen must have a parent/guardian signature) and am fully competent to sign this document.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Printed Name: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Relationship: \_\_\_\_\_