

## LONG LAKE REGIONAL WELLNESS & FITNESS CENTER

### MEMBERSHIP APPLICATION

Upon completion of this form, return it to the St Agatha Town Office, 419 Main St., PO Box 110, St Agatha, ME 04772

All information on this form is confidential. By signing this form, you are agreeing that you have read the attached RULES and WAIVER AND RELEASE OF LIABILITY and understand the documents. Failure to comply with any of the rules may result in a suspension or permanent revocation of membership. Please read through this form carefully to make sure proper application information is completed.

**Member General Information:**

|                             |                     |                |  |
|-----------------------------|---------------------|----------------|--|
| Name:                       |                     |                |  |
| Address:                    |                     |                |  |
| Town, State Zip:            |                     |                |  |
| Phone:                      |                     | Date of Birth: |  |
| E-Mail                      |                     |                |  |
| Emergency Contact & Phone # | Name & Relationship | Phone          |  |

Your fee also includes a **\$800 non-refundable** Keyless Entry Fee. This is a one time fee that is paid upon purchase of your membership. If the card is lost you will be charged another \$5.00 card fee. A refund will **NOT be** given for anyone who wishes to turn in their key.

|   |       |
|---|-------|
| Signature:  | Date: |
| Signature of Parent Guardian:<br>(Required if under 18) | Date: |
| Witness for Parent/Guardian Signature (if under 18):    | Date: |

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**Office Use Only:**

Start Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Receipt #: \_\_\_\_\_

## WAIVER AND RELEASE OF LIABILITY

DISCLAIMER: CONSULT YOUR PHYSICIAN BEFORE STARTING ANY EXERCISE PROGRAM. THE LONG LAKE REGIONAL WELLNESS & FITNESS CENTER IS NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON SUFFERED WHILE WATCHING OR PARTICIPATING IN ACTIVITIES AT THE WELLNESS & FITNESS CENTER FOR ANY REASON WHATSOEVER, INCLUDING NEGLIGENCE ON THE PART OF THE WELLNESS & FITNESS CENTER, THE LANDLORD OR ANY OWNER, MEMBER, BOARD MEMBER, EMPLOYEE, VOLUNTEER, OR AGENT OF THE WELLNESS & FITNESS CENTER OR ANY OTHER USER, VISITOR, OR PERSON PRESENT AT OR PARTICIPATING IN ACTIVITIES SPONSORED BY LONG LAKE REGIONAL WELLNESS & FITNESS CENTER.

In consideration of my participation, I hereby release and covenant not to sue Long Lake Regional Wellness & Fitness Center, the landlord, or any owner, operator, member, board member, employee, volunteer, or agent of Long Lake Regional Wellness & Fitness Center, or any other user, visitor, or person present at or participating in activities sponsored by Long Lake Regional Wellness & Fitness Center, from any and all present and future claims resulting from negligence on the part of Long Lake Regional Wellness & Fitness Center or others listed for property damage, personal injury, or wrongful death; arising as a result of my engaging in activities at the Long Lake Regional Wellness & Fitness Center or any activities incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims resulting from negligence, both present and future, that may be made by me, my family, estate, heirs, or assigns.

I am aware that working out and exercising involves strength, coordination and balance. Further, I am aware of the risks and NUMEROUS OTHER INHERENT RISKS in observing or participating in activities sponsored by Long Lake Regional Wellness & Fitness Center. These risks include, but are not limited to, death or serious injuries resulting from:

- NEGLIGENCE of the owners, operators, employees, or volunteer assistants of the Long Lake Regional Wellness & Fitness Center, other users, visitors, participants, or persons who may be present at Long Lake Regional Wellness & Fitness Center, designers, manufacturers, or installers of the facilities, equipment of Long Lake Regional Wellness & Fitness Center, landlord of Long Lake Wellness & Fitness Center, those persons at Long Lake Regional Wellness & Fitness Center who, lacking adequate training, seek to assist with medical or other help either before or after injuries have occurred.

I am voluntarily participating in this activity with knowledge of the danger involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

# WAIVER AND RELEASE OF LIABILITY CONTINUED

I further agree to indemnify and hold harmless Long Lake Regional Wellness & Fitness Center and others listed for any and all claims arising as a result of my engaging in or receiving instruction in activities sponsored by Long Lake Regional Wellness & Fitness Center or any activities incidental thereto, wherever, whenever, or however the same may occur.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Maine, and agree that if any portion is held invalid, the remainder of the waiver will continue to be in full legal force and effect. I further agree that the venue for any legal proceedings shall be in the State of Maine.

I affirm that I am of legal age and freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me for the negligence of the Long Lake Regional Wellness & Fitness Center or any part of the parties listed above.

Please note that parents/guardian signatures on this form must be notarized.

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## TO BE FILLED OUT BY MEMBER:

\_\_\_\_\_  
Printed Name of Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Member

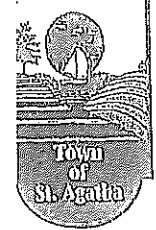
\_\_\_\_\_  
Signature of Parent/Guardian (if under 18)

\_\_\_\_\_  
Date

# LONG LAKE REGIONAL WELLNESS & FITNESS CENTER

## FACILITY RULES & GUIDELINES

1. MEMBERSHIPS ARE PURCHASED AT THE ST AGATHA TOWN OFFICE (JUST ACROSS THE PARKING LOT). OFFICE HOURS – 8AM – 4:30PM. AFTER HOUR ARRANGEMENTS CAN BE MADE WITH PRIOR NOTICE.
2. NO STREET SHOES ALLOWED. MEMBERS MUST BRING A CLEAN PAIR OF SHOES FOR USE IN THE FITNESS CENTER. THIS HELPS WITH WEAR AND TEAR ON EQUIPMENT AND FLOORS.
3. EVERY MEMBER MUST SIGN IN ON THE DAILY LOG SHEET (OFFICE COUNTER). IF YOU BRING A GUEST OR LET SOMEONE IN USING YOUR CARD THEY MUST SIGN IN AND YOU ARE RESPONSIBLE FOR MAKING SURE THEY HAVE AN ACTIVE MEMBERSHIP.
4. OPENING THE DOOR OR ALLOWING SOMEONE ELSE TO ENTER WHO IS NOT A PAYING MEMBER COULD RESULT IN A SUSPENSION OR REVOCATION OF YOUR MEMBERSHIP. MAKE SURE THE PERSON IS AN ACTIVE MEMBER.
5. IF YOU BRING A GUEST AFTER OR BEFORE REGULAR BUSINESS HOURS YOU MUST MAKE PAYMENT ARRANGEMENTS WITH THE ST AGATHA TOWN OFFICE (543-7305) BEFORE OR AFTER.
6. IF YOU ARE THE LAST ONE TO LEAVE PLEASE MAKE SURE THE LIGHTS, RADIO, TV AND FANS ARE TURNED OFF.
7. DURING BUSY TIMES PLEASE LIMIT EQUIPMENT USE TO 20 MINUTES AT A TIME.
8. AFTER YOU HAVE USED A PIECE OF EQUIPMENT PLEASE WIPE IT DOWN WITH THE SPRAY AND TOWEL PROVIDED AT EACH STATION.
9. A CAMERA SYSTEM IS INSTALLED TO MONITOR ALL EXITS AND FACILITY USE.
10. THERE IS NO ATTENDANT ON STAFF.
11. IF YOU HAVE ANY QUESTION OR CONCERNS PLEASE CONTACT THE ST AGATHA TOWN OFFICE (207-543-7305).
12. MEMBERS MUST BE AT LEAST 14 YEARS OF AGE.
13. IF UNDER 16, MUST BE ACCOMPANIED BY A PARENT OR GUARDIAN.



Town of St. Agatha  
Municipalité de Ste. Agathe

419 Main Street, PO Box 110  
St. Agatha, Maine 04772

Municipalité  
de  
Ste. Agathe

Long Lake Regional Fitness Center

Adult Participant Waiver, Release, Indemnification of All Claims

Must be read before signing:

In order to be allowed to participate, in any capacity, at the Long Lake Regional Fitness Center (hereinafter referred to "the fitness center"), I, the undersigned, acknowledge, appreciate and agree that:

- 1) Using the fitness center comes with inherent risks. These risks are significant and include the potential for permanent paralysis, significant illness, and death. I acknowledge that the preceding list is not inclusive of all possible risks associated with use of the fitness center and that said list in no way limits the operation of this agreement.
- 2) In addition to these inherent risks, my participation in the activities includes the risk of exposure to communicable diseases, including but not limited to COVID-19 OR ANY STRAINS THEREOF. COVID-19 IS EXTREMELY CONTAGIOUS. FEDERAL AND STATE AUTHORITIES RECOMMEND SOCIAL DISTANCING AS A MEANS TO PREVENT THE SPREAD OF COVID-19, WHICH MAY NOT BE POSSIBLE DURING MY PARTICIPATION IN THE FITNESS CENTER. IF CONTRACTED, COVID-19 CAN LEAD TO SEVERE ILLNESS, PERSONAL INJURY, PERMANENT DISABILITY, AND DEATH. PARTICIPATING IN THE FITNESS CENTER COULD INCREASE MY RISK OF CONTRACTING COVID-19. THE TOWN OF SAINT AGATHA IN NO WAY WARRANTS THAT COVID-19 INFECTION WILL NOT OCCUR THROUGH PARTICIPATION AT THE FITNESS CENTER.
- 3) I KNOWINGLY AND FREELY ASSUME ALL RISKS ASSOCIATED WITH THE FITNESS CENTER, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE TOWN OF SAINT AGATHA or others, and assume full responsibility for my participation at the fitness center.
- 4) I, for myself and on behalf of my heirs, assigns, executors, and personal representatives, HEREBY RELEASE AND HOLD HARMLESS the Town of Saint Agatha, and its officers, officials, agents, and/or employees, and insurers, and if applicable, owners and lessors of premises upon which the Activities may be conducted (collectively the "Town"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE TOWN OR OTHERWISE, to the fullest extent permitted by law. I further agree to INDEMNIFY AND HOLD HARMLESS the Town from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my participation in the Activities.

Board of Selectmen  
Richard Guerrette  
Chamberland  
Kevin Ouellette

Town Manager  
Marie Michaud

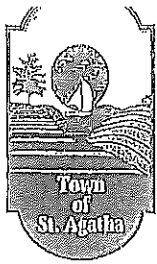
Town Clerk  
Michelle Bernier

Deputy Clerk  
Alyson Guerrette

Phone  
(707) 543-7305

Fax  
(707) 543-7306

Website  
www.stagatha.com



Town of St. Agatha  
Municipalité de Ste. Agathe

419 Main Street, PO Box 110  
St. Agatha, Maine 04772

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Ste. Agathe

I HEREBY CERTIFY THAT I HAVE FULL KNOWLEDGE OF THE NATURE AND EXTENT OF THE RISKS INHERENT IN THE GYM AND THAT I VOLUNTARILY ASSUME SAID RISKS. I understand that I will be solely responsible for any loss or damage, including to personal injury, property damage, or death, I sustain while participating in the Activities. I FURTHER CERTIFY THAT I HAVE READ THIS WAIVER, RELEASE, INDEMNIFICATION AND COVENANT NO TO SUE, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, THAT I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

IN WITNESS WHEREOF, this instrument is duly executed this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Participant Name (Print Clearly)

Card Number \_\_\_\_\_

Board of Selectmen  
David Guerrette  
Mark Chamberland  
Lynn Ouellette

Town Manager  
Sabrie Michaud

Town Clerk  
Michelle Bernier

Deputy Clerk  
Ashley Guerrette

Phone  
207) 543-7305

Fax  
207) 543-7306

Website  
www.stagatha.com

# Saint Agatha Fitness Center

## CODE OF CONDUCT IN THE GYM

1. Workout with a positive attitude and encourage others
2. If you have Covid-19 symptoms or have been in close contact please refrain from using the gym until you have a negative test result
3. If you have a cold virus or other contagious illness please refrain from using the gym till you have been symptom free for 24 hours or more
4. Put away all dumbbells and exercise equipment after use
5. Wipe down equipment with a clean disinfectant cloth after each use
6. Dispose of all trash
7. Use respectable language while working out
8. **PLEASE BE AWARE THAT CAMERAS WILL BE RECORDING AT ALL TIMES**
9. Work hard, Train hard, and get the results that you want

Signature \_\_\_\_\_

