

Date: _____

Member ID # _____

OSR Physical Therapy Fitness Club Membership Agreement

Please complete this Membership Agreement, read the Terms and Conditions, and sign where indicated. All Membership Agreements are subject to the acceptance and approval of OSR Physical Therapy d/b/a OSR Fitness Club ("OSR"). This Membership Agreement allows the member access to OSR's exercise facilities during OSR's regular hours of operation and in accordance with any OSR rules and regulations.

Full Name: _____ Male Female Date of Birth: ____/____/____

Address: _____ City: _____ State: ____ Zip: _____

Email Address: _____ *(used for OSR information ONLY!)*

Home Phone: _____ Cell Phone: _____ Work Phone: _____

Emergency Contact Person: _____ Relation: _____ Emergency Contact Phone: _____

How did you hear about us?

Member/Friend/Family _____ Website/Publication _____

Have you been a patient of OSR Physical Therapy in the last 3 months? Yes No

Primary Care Physician: _____

I give my permission to OSR Physical Therapy to release any pertinent information regarding my progress and attendance to my primary physician, if you were physician referred. INITIAL: _____

TERMS AND CONDITIONS

1. PROVISIONS. OSR will provide an exercise facility including a fitness training area with fitness equipment and free weight training area. The facilities may be unavailable during a period of repair and maintenance or special events, programs or private parties, or by OSR's schedule for these events. There will be no adjustment in dues for periods of unavailability.

2. PRIVACY COMMITMENT: OSR is dedicated to maintaining the privacy of your health and personal information. Information gathered related to OSR is not considered personal health information under HIPAA. Information gathered in connection with non-fitness club activities but in OSR Physical Therapy treatment is maintained separately and is subject to protection under state and federal law. A copy of our complete privacy policy is available at your request.

3. MEMBER'S HEALTH WARRANTY. The member warrants and represents that the member has no disability, impairment, or ailment preventing him/her from engaging in active or passive exercise or that will be detrimental or adverse to such person's health, safety, or physical condition if he/she does so engage or participate. The member acknowledges and agrees that: 1) OSR will rely on the foregoing warranty in issuing the membership; 2) OSR shall have no obligation to perform a fitness assessment or similar testing to determine the member's physical condition; 3) if any fitness assessment or similar testing is performed by OSR, it is solely for the purpose of providing comparative data with which the member can track progress in a program and is not for diagnostic purposes; 4) OSR shall not be subject to any claim, demand, or injury whatsoever on account of OSR's evaluation or interpretation of such fitness assessment or similar testing; and 5) OSR shall not be liable for any injury rising out of the member's disability, impairment or ailment preventing him/her from engaging in active or passive exercise, or that would be detrimental or adverse to such person's health, safety or physical condition if he/she does so engage or participate. Each

Date: _____

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member should be aware of his/her medical history and should consult with a physician prior to engaging in exercise or continuing to exercise if a medical condition appears or appears to be developing.

4. SUSPENSION/TERMINATION OF MEMBERSHIP BY MANAGEMENT. Management has the right to suspend and/or terminate any membership for non-payment of dues, fees, OSR property dues, or for behavior inimical to the enjoyment of OSR by other members and staff for any reason deemed sufficient in the sole discretion of Management.

5. MEMBER’S RIGHT TO CANCEL. If the member wishes to cancel this Membership Agreement, the member may cancel by delivering or mailing a written notice to OSR Physical Therapy. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed before midnight of the third business day after you sign this Membership Agreement. The notice must be delivered or mailed to:

**OSR Physical Therapy
C/O Fitness Club Cancellation
7872 Century Blvd
Chanhassen, MN 55317**

If you cancel, OSR will return, within ten (10) days of the date on which you give notice of cancellation, any payments you have made.

6. TERMINATION BY MEMBER. Month-to-month members may voluntarily terminate membership at any time after their Initial Term for any reason by: 1) notifying OSR in writing by fax, certified mail, return receipt requested or in person thirty (30) days prior to cancellation and; 2) paying all current charges prior to termination. OSR fees are non-refundable except as indicated below for early cancellation. Notice of cancellation must be in writing and delivered to OSR either in person, by fax or by certified registered mail. All faxed and mailed cancellations will be dated thirty (30) days from fax date or postmark. Dues for the final month will be pro-rated and billed during the final month.

7. RELEASE/INFORMED CONSENT/WAIVER OF LIABILITY: By signing this Membership Agreement, the undersigned member, acknowledges that:

- The member has voluntarily chosen to participate in a program of progressive physical exercise at OSR.
- If the member becomes delinquent on member’s account, the member will be responsible for any collection and/or court fees associated with the collection of this debt.
- The member is familiar with the inherent risk of personal injury to the member when undertaking such physical activities at OSR.
- Member is in good physical condition and does not suffer from any disability that would prevent member’s participation in this exercise program. Member understands that the use of the facility is solely at the member’s own risk.
- Member hereby releases, waives, and discharges the corporation and its officers, agents and employees from all liability to member for any loss or damage, and any claim or demand therefore on account of injury to member or property, or resulting in death of member, whether caused by the negligence of OSR or otherwise, while member is in, upon or about the premises or any facilities or equipment, therein.
- Member understands that lost or stolen property is not the responsibility of OSR.

Member by signing below agrees to all of the Terms and Conditions in this Membership Agreement.

Signature of Member

Date

Printed Name

OSR Approval:

OSR Physical Therapy

By _____
Its _____

Date

Date: _____

Member ID # _____

PAYMENT INFORMATION

MOG Membership type:

Monthly Yearly Family 2 3 4 5 + (circle one) Special (Medical or AlterG) Other: _____

Fitness:

AlterG (Basic or Advanced) Aftercare Metabolic Testing Personal Training Pilates Running Analysis

Rate \$ _____

Cash \$ _____

Check # _____

Credit Card \$ _____

Gift Certificate \$ _____

Received By OSR Staff: _____ Date: _____ Date of Fitness Evaluation: _____

Membership is valid for length of contract.

Automatic Payment Authorization

By signing this Membership Agreement you agree that: (1) to the best of your knowledge everything you state on this Membership Agreement is accurate; (2) OSR may retain this Membership Agreement whether or not it is approved; (3) OSR is authorized to check your references and your credit employment history, to verify any information you have provided, and to answer any inquiries about credit experience with you; (4) OSR is authorized to order a consumer report about you in connection with this Membership Agreement, updates and renewals of this Membership Agreement, and any further extension of credit; and (5) OSR has the right to charge to the credit card listed in this Membership Agreement any amounts due to OSR more than sixty (60) days.

The undersigned states that he/she has read and understands the Terms and Conditions of the Membership Agreement and agrees to be bound by such Terms and Conditions, and acknowledges that he/she has received a copy of this Membership Agreement. The term of this Membership Agreement is stated above. This contract will renew automatically on a month-to-month basis, without notice on the "Anniversary Date," unless written notice of cancellation is received by either you or OSR at least thirty (30) days prior to the anniversary date. The notice must be dated, signed and sent certified mail. There is a \$25.00 fee for returned checks. No refund will be offered once draft has been taken without notification of cancellation.

Please initial in the box that you have read and understand the payment terms:

Payment Date:

1st

Amount: \$ _____

Credit Card*

Name on Card: _____

Bank Draft*

Bank Name: _____

Credit Card # _____

City: _____

Exp. _____ V-code # _____

Routing # _____ Acct # _____

Visa MasterCard Discover

Please attach a cancelled check

Signature

Date

Printed Name

PARTICIPATION AGREEMENT

Thank you for choosing OSR Physical Therapy as your Aftercare, Health, Wellness, Fitness and/or Pilates Provider. It is our policy to be as accommodating as possible for you, the client, to schedule your sessions. Consistent attendance allows you and your trainer to progress, which will result in moving towards results and outcomes for your goals.

In the event that you are unable to make one of your appointments, please call our office in advance. We will help you reschedule your appointment. OSR reserves the right to substitute similarly qualified provider if needed due to scheduling issues or unforeseen circumstances. Aftercare, Health, Wellness, Fitness and/or Pilates sessions may be scheduled during clinic operating hours only. Any programs you are provided may be carried out at either our Eden Prairie, Chanhassen or Minnetonka facilities or your own gym.

For a cancellation within 24 hours of an appointment, or for a no show, you will be charged the cost of the session. If you are more than 15 minutes late for your scheduled appointment, it is at the Physical Therapist/Athletic Trainer/Personal Trainer’s discretion to complete the remaining time on your session or have you reschedule. More than three late cancels (within 24 hours) or no shows will, unfortunately, limit your ability to schedule advance appointments; this may result in allowing same day scheduling only.

I will be given the opportunity for periodic assessment and evaluation at regular intervals after the start of the Programs. I understand that during my participation in the Programs, I will be asked to complete the physical activities unless symptoms such as fatigue, shortness of breath, chest discomfort or similar occurrences appear. At this point, I understand it is my obligation to inform the personal fitness training program personnel of my symptoms, should any develop, and that it is my complete right to decrease or stop exercise.

I understand that during the performance of exercise, a personal fitness trainer will periodically monitor my performance and may measure my pulse, blood pressure, or assess my feelings of effort for the purposes of monitoring my progress. If you are ready to progress beyond your program, please ask our staff about our other programs you may graduate into such as Health, Wellness, Fitness and/or Pilates. I also understand that during the performance of my personal fitness training program, physical touching and positioning of my body may be necessary to assess my muscular and bodily reactions to specific exercises, as well as to ensure that I am using proper technique and body alignment. I expressly consent to the physical contact for the stated reasons above.

I understand that there exists the remote possibility during exercise of adverse health consequences including, but not limited to, abnormal blood pressure, fainting, dizziness, and in very rare instances heart attack, stroke, or even death. I understand that there exists the risk of bodily injury including, but not limited to, injuries to the muscles, ligaments, tendons, and joints of the body. I fully accept and understand the risks associated with exercise, including the risk of bodily injury, heart attack, stroke or even death, but knowing these risks, it is my desire to participate in these Programs.

I understand that this program may or may not benefit my physical fitness or general health. I recognize that involvement in the personal fitness training sessions will allow me to learn proper ways to perform conditioning exercises use fitness equipment and regulate physical effort. These experiences should benefit me by indicating how my physical limitations may affect my ability to perform various physical activities. I further understand that if I closely follow the program instructions, that I will likely improve my exercise capacity and fitness level after a period of 3-6 months. I also understand that results from exercise cannot be, and are not, guaranteed.

IN CONSIDERATION OF MY PARTICIPATION IN THE PROGRAMS OFFERED BY OSR, FOR MYSELF, MY HEIRS, EXECUTORS, AND ADMINISTRATORS, I HEREBY WAIVE AND RELEASE ANY CLAIMS FOR INJURY, DAMAGE OR DEATH AND WAIVE ANY AND ALL CLAIMS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CLAIMS FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED ON THE PART OF OSR THAT I HAVE OR MAY IN THE FUTURE HAVE AGAINST OSR AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY “OSR”) I HEREBY RELEASE OSR FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR EXPENSE THAT I MAY SUFFER AS A RESULT OF PARTICIPATING IN THE PROGRAMS OFFERED BY OSR DUE TO ANY CAUSE WHATSOEVER.

I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in the Programs or else I agree to bear the costs of such injury or damage myself. I have been given an opportunity to ask questions as to the Programs and the risks. I accept such risks and confirm that I consent to participation in the Programs.

Aftercare, Health, Wellness, Fitness and/or Pilates is based on session or a monthly fee by calendar. This service is NOT billed through your insurance. You may terminate your services at any time by providing a written notice to the front desk staff at OSR. There are no partial refunds for mid-month termination. However, if you graduate to another program offered by OSR, your remaining balance (based off of calendar days left in the month) will be applied to your payment of your new program.

I acknowledge that I have read, understand, and will abide by the above policies.

Client Signature (Parent/Guardian if under 18 years old)

Date