

## Membership Application Instructions (01/1/19 – 12/31/19)

The membership application includes the following four documents:

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

You must fully complete the four documents. Please print legibly and initial, sign, and date where indicated. You must also obtain a physician's approval to use the McCormack fitness center if you answer **YES** to any of the HHQ questions. To do this, have your physician complete the Physician's Approval Form located on <https://www.mfcinc.org>.

Completed membership applications can be submitted electronically, given to one of the members or associate members of the Board of Directors listed below, or can be dropped off at the Fitness Center office after December 1, 2018. Be sure to keep a copy of the application for your records. Also bring a check or money order made payable to the "McCormack Fitness Center" in the amount of **\$180.00 (or other amount as appropriate)**. Incomplete or illegible entries will delay the activation of your membership. Dues are non-refundable and partial payments are not offered.

### Board of Directors

Meridith Finegan (Pres) 617-918-1533  
Diane Boudrot (Pres) 617-918-1776  
Marc Beausoleil (VP) 617-918-1134  
Lauren O'Neill (Clerk) 617-918-1730  
Ruben Neira (Treas.) 617-918-1939  
Ariel Garcia 617-918-1660  
Lou Randazzo  
Phil Warren 617-918-1147  
Joe Ferrari 617-918-1105

### Associate Board Members

Mel Coté 617-918-1553  
Hugh Martinez 617-918-1867  
Mike Ottariano 617-918-1190  
Warren Lee 617-918-1946  
Derrick Golden 617-918-1448  
Bruce Cohen (Staff) 617-292-1850

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1. Personal Information Form
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**Please print, fill out all entries and sign and date at the bottom.**

Last Name		First Name		M.I.
Work Email Address		Work Phone (with area code)		
Employer (check one)		Birth Year	Gender (M or F)	
Federal ( ) State ( ) Federal Contractor ( ) Other ( ): _____				
Employment Address (check one)				
5 Post Office Square, Boston, MA ( ) Other ( ): _____				
Federal Dept. or Other		Membership Type (check one)		
		Renewal ( ) New Member ( ) Intern ( )		
Emergency Contact Name/Relationship to You			Contact Phone (with area code)	
Exercise Experience (check one)			Home/Mobile Phone (with area code)	
Beginner ( ) Intermediate ( ) Advanced ( )				
Payment Type (check one)	Check/Money Order #	Check/Money Order Date	Amount	
N/A ( ) Check ( ) Money Order ( )				
<b>201; Membership Fees</b>				
( ) New or Renewing Membership - \$180				
( ) Spring-Start Member after April 1 - \$135				
( ) Half-Year Member after July 1 - \$90				
( ) End-of-year Member after September 1 - \$60				
( ) Student Intern (\$15/month), Start Date: _____ End Date: _____				
( ) New Employee (Prorated from \$180 annual membership) Start Date: _____				

The MFC recommends orientation 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. An MFC Board Member or Staff will contact you to set up a session, if requested.

Orientation Session Requested (check one): YES ( ) NO ( )

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

## 2. Membership Agreement

The McCormack Fitness Center, Inc. (MFC) is a member operated self use facility. The MFC was organized as a non-profit corporation to foster and encourage members to engage in athletic exercise and wellness programs. Resident Federal agencies partially subsidize the center's costs. Members raise 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.

The MFC is a partially supervised facility that offers orientation sessions that members may utilize to obtain proper and safe instruction on fitness equipment as well as fitness programming options. The facility encourages the employment of small groups, workout buddies and/or partners for exercise adherence and motivation. However, the MFC does not monitor the guidance and/or information which you may receive from these non-certified, non-sanctioned MFC volunteers, employees and/or workout partners. Please proceed cautiously at your own risk. When in doubt regarding your personal health, please consult with your physician as well as our professional staff.

**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. Many rules pertain to safety and health issues, and to a member's responsibility to keep the fitness center clean and orderly. It is the responsibility of each member to clean up after themselves. Noncompliance with the following rules could result in the MFC cancelling or temporarily suspending this contract. The following rules are subject to change with or without notice. Updated fitness center rules will be emailed to all members.**

### General Facility

- **The MFC is an unmonitored, self use facility. Staff will generally not be present during operating hours.** It is each individual member's responsibility to use the facility equipment/infrastructure appropriately and safely. Any inappropriate use of facility equipment or infrastructure, especially where it results in damage to the facility and/or possible injury to the individual, could result in termination of the individual's membership.
- **Do not use non-gym equipment as exercise equipment** including doors, door hinges, widow sills, door frames, radiator heat covers, TVs and the TV brackets, chairs, desks, etc
- **Members are responsible for the fitness center's care, upkeep, and security.** All equipment (weights, benches and barbells) must be returned to their standard resting position (i.e., plates stripped from bars and placed on weight prongs/stations).
- MFC is open Monday through Friday except for Federal holidays and when the building is closed due to inclement weather. The facility's operating hours are from 6:00 am to 7:00 pm.
- **Members must use their Smart Card ID to enter the fitness center even if MFC entrance door is held open.** Members caught loaning their card key or escorting non-members into the fitness center will be subject to automatic membership termination. Keep the entrance door locked at all times and members that leave the MFC (e.g. runners) must take their cards with

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them. If you forget your card don't rely on other members to cease their workout in order to let you into the MFC.

- **You must be a legal adult to use the facility (18 years of age or older).**
- **Only instructors or** trainers employed or directed by McCormack Fitness Center, Inc. are allowed to provide services at the McCormack Fitness Center. No member or non-member can conduct any type of business on MFC premises without the express permission of McCormack Fitness Center, Inc.
- **Prior to participation in activities at the MFC, 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).** Members must also submit Physician's Approval Forms if they answered 'YES' to any HHQ questions. **Retain a copy of your completed membership application for your records.**
- Proper exercise attire, including but not limited to shirts, gym pants, and enclosed-toe athletic shoes must be worn at all times. **Please clean your attire regularly.**
- **Please keep your hands clean to help prevent the spread of infections.**
- Food, beverages, profanity, smoking, loud music, and **loud noises are not allowed.** Plastic water bottles are permitted.
- **Respect and courtesy shall be extended to all members.**
- The fitness center's radio policy is that the radio should be tuned to a **light rock station.** General consensus from the members using the facility should be obtained before turning to another station.
- **Use the FM amplification system** to listen to the TV. The TV should be left on mute and with the closed-caption on.
- **The use of cell phones is prohibited** inside of the MFC. Please make and take any necessary phone calls in the hallway located outside of the center.
- **The MFC 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 is a Lost & Found box by the MFC Office. Only clothing and other inexpensive items should be left in the Lost & Found box. Expensive items (such as jewelry, i-pods, etc.) should be brought to the GSA Office on the 3<sup>rd</sup> Floor and logged into the Lost & Found Log Book.
- In the unlikely event you are injured, please fill out an incident report located on the counter outside of the MFC office.

**When Using Any Equipment**

- Tie your shoes and secure all loose clothing, personal stereos, and dangling jewelry.
- Never use equipment that appears to be malfunctioning. Malfunctioning equipment should be promptly reported to one of the members of the Board of Directors
- Abide by all posted warnings, cautions, and instructional decals on equipment.
- **Clean/Wipe-down** equipment after each use. Cleaning solution spray bottles and cleaning towels are available for use.
- **Return all equipment to its proper place after use.** This includes returning dumbbells, barbells, resistance bands, free weights, exercise balls, mats, spray bottles, etc, to their proper place (i.e., return dumbbells to the slots on the rack that match the dumbbell's weight, **return resistance bands to the rack in the group exercise room, and return free weights to the racks as opposed to leaving them on the floor, bars, or machines.** Plates of the same

weight should be stacked together. **Removal of any equipment or supplies from the MFC is prohibited.**

### Cardiovascular Equipment

- There is a **30 minute limit on cardio equipment from 11:30 am until 1:30 pm.**
- **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**
- **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.
- **Elliptical/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 the user is in a fixed position, while **free weights** provide for a total range of motion. **Always adjust machines to your appropriate size and only select weights that are commensurate with your level of fitness**, taking care to never sacrifice proper form to lift more weight. To prevent damage, 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 is able to assist you with the weight). **Do not lift free weights on a bench if you are lifting alone and staff is not present.**
  - Never drop or throw weights. Use the appropriate support racks.
  - **Always return weights to their appropriate locations when finished.** Weights left on the floor present a tripping hazard.

### Group Exercise Room & Classes

- MFC currently has volunteer instructors committed to providing most classes. These classes are considered peer-to-peer instructional classes. Since these individuals are volunteers, the

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board is unable to guarantee the quality and the frequency of the classes. Emails are periodically sent out to inform members about changes to the class schedule and/or class cancellations. A general class schedule is posted on the web site [www.mfcinc.org](http://www.mfcinc.org).

- During a class, do not enter the room unless you are participating in the 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.
- Resistance bands, balls, spin bikes, dumbbells, and other equipment that have been dedicated to the group exercise room, are to remain in the room, and should be placed in their appropriate locations when they are not in use.
- Bare feet are allowed in the room for YOGA classes. However, wear suitable athletic shoes upon entering and exiting the room.
- For **Cycling Classes** members should sign the sign-up sheet posted on the Exercise Room door **starting** at 9 a.m. on the morning of the day the class is to be held. Members not working in the McCormack Building can call a Board of Director **before** 9 a.m. to be put on the list. You need to arrive 5 minutes before the class start-time in order to preserve your spot and to set up your bike. Anyone who has signed up as an alternate is allowed to claim any open bike at 5 minutes before class time.

**Locker Rooms**

- **Members are responsible for the care, upkeep, and security of the locker rooms.**
- Locks must be removed after each use. **No daylong or overnight locker use is allowed.** Locks left on lockers will be cut off. Do not leave anything in the lockers overnight.
- Please no sitting naked on benches or bathing in the sinks to avoid compromising other members' health.
- Footwear suitable for showering (i.e., flip flops, sandals, etc.) should be worn when in the locker room to prevent the spread of disease and infection.
- Use powder and aerosols sparingly.
- Clean-up powder spills, paper towels, and anything else that you use.
- Do not leave anything behind in the showers or elsewhere. This includes items that pose health threats such as used bandages, nail clippings, floss, etc.
- Assist in keeping the locker rooms dry by wiping the sinks after use and by drying off in the shower stalls to keep excess water off the floor. When showering, **ensure that the shower curtains are appropriately closed and inside the stall to contain water.** When water is not effectively contained such that standing water is observed on the locker room floors, use the squeegee available in each locker room to direct standing water towards the floor drain.
- Immediately report facility malfunctions such as clogged drains, faulty outlets, flooding, etc. to the Board of Directors.

**Security**

**The MFC is an unsupervised, member operated self-use facility. Staff will not be present during operating hours.** Emergency telephone numbers are posted on the wall next to the phone located by the entrance to the Women’s Locker Room. Please call the Federal Protective Services (FPS), if you feel threatened or witness any suspicious activity. **Vj g'O HE'b c{ 'wug'xlf gg'twt xglnc peg'tf uogo 'vq' o qplsqf 'cpf 'tgeqt f 'rcelw{ 'cevwkw{ 0** The video will be stored for a limited duration of time and will only be viewed by authorized personnel.

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

- In case of severe weather, immediately go into the hallway outside the MFC’s front door, and follow the instruction of the building management.
- 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 entrance to the MFC office.
- For serious injuries that need medical treatment, dial the emergency numbers located next to the emergency phone that is by the Women’s Locker Room.
- An AED is located on the wall, next to the phone, near the water fountains.
- After the emergency is under control, report all injuries to the MFC Board of Directors.

**Certification**

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 MFC canceling or temporarily suspending my membership. 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, and equipment and facility malfunctions to MFC Board of Directors.

**Print Name or Sign:** \_\_\_\_\_

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



### **3. 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 McCormack Fitness Center, Inc. (“MFC” 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 MFC’s facilities, premises or services. The agreement and release is for the benefit of the MFC, its directors, officers, management, employees, agents, sponsors, independent contractors, volunteers, other users of the MFC, and all persons on the MFC’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 MFC will rely upon.

#### **A. REPRESENTATIONS**

The undersigned, You, represent and warrant: (a) that you understand that use of the MFC 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 MFC’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 MFC 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 MFC. Injuries and medical disorders arising from or relating to use of the MFC’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 MFC 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 MFC’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 MFC's facilities without supervision increases and enhances certain risks to you. You realize that by using the MFC without supervision that any emergency response to you in the event of

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need for same may be impossible or delayed. While we encourage you to use the MFC's facility with a partner 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 MFC 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 MFC, 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 Board of Directors or other duly authorized agent or employee of the MFC of this unsafe condition and will not participate in the use of such equipment or facilities until the condition is corrected. You also agree to abide by all safety rules and instructions as well as the instructions of the Board of Directors or other duly authorized agent or employee of the MFC. You agree to inform the MFC's Board of Directors or other duly authorized agent or employee of the MFC of any conduct or conditions that might endanger yourself or others.

You acknowledge that you understand that it is your responsibility to consult with a physician concerning an exercise/physical fitness 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 in any exercise/physical fitness program at the MFC if the MFC'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 MFC before using the MFC's facilities. You also acknowledge that it has been recommended that you have physical examination and consultation with your physician at a minimum frequency of once per year to determine the appropriate physical fitness/exercise program in which you may participate. You acknowledge that you have either had a physical examination and have been given your physician's permission to participate in a physical fitness/exercise program or that you have decided to participate in a physical fitness/exercise program without the approval of your physician and do hereby assume all responsibility for your participation in said program.

**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 MFC, including the risks of injury, disability, paralysis, and death. You have also acknowledged the risks associated with the use of the MFC's equipment/facilities as this is a non-supervised facility. 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 MFC. 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 MFC'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 MFC and its directors, officers, management, employees, agents, sponsors, independent contractors, volunteers, representatives, successors and assigns, administrators, executors, other users of the MFC, and all persons on the MFC'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 MFC. 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 MFC 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 MFC relating to lost or stolen property, including property lost or stolen due to the negligent act or omission of the MFC. You agree to indemnify and save the MFC and all of its personnel, including members of the Board of Directors or other duly authorized agent or employee of the MFC, harmless from any action, claim, suit or subrogated claim or suit instituted at any time hereafter against the MFC related to the theft or loss of your property at the MFC. The MFC shall be indemnified by you for all costs, expenses, fees, including attorney fees, incurred by the MFC or its members of the Board of Directors or other duly authorized agent or employee of the MFC, 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 informed by the membership forms that if I choose to exercise/engage in activity without supervision or monitoring at the facility 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 during the operational times that are trained in cardiopulmonary resuscitation (CPR). I also understand and I have been informed that this facility has an automated external defibrillator (AED) to use in the event of emergency, but that no one may be present to use it in the event of need during unsupervised periods of facility use by me. By acknowledging this section, I have been made aware that public 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 if the facility is supervised. 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 MFC 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, as the facility will be unsupervised, I hereby determine to proceed to engage in exercise activity at the MFC 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.

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

**F. VENUE AND JURISDICTION**

This Agreement shall be interpreted according to the laws of the Commonwealth 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: \_\_\_\_\_**

**G. ACKNOWLEDGMENT & INDEMNIFICATION**

I have read and retained a completed copy of this Agreement and any Rules and Regulations of the MFC 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 MFC, 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 MFC 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

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this Agreement and that this Agreement supersedes any and all previous oral or written promises or agreements I had with the MFC. The undersigned, on behalf of myself and my heirs, executors, administrators, successors and assigns hereby agree to indemnify and defend the MFC and all those hereby released and to hold and save them absolutely harmless if anyone, including the undersigned, should hereafter file suit against the MFC or those released hereby for any matter intended to be released by this Agreement. I will reimburse the MFC for all costs, expenses, and fees, including attorney fees, legal costs, court costs, and investigative costs incurred by the MFC or its personnel by reason of any such action.

**CONSENT AND NOTICE REGARDING ELECTRONIC SIGNATURES FOR MFC**

**Electronic Signature Agreement:** By checking the "I Accept" button and typing in my name and date below, I am electronically signing this Membership Application/Agreement ("Membership Agreement") including all the previously typed name and date and initialed locations throughout the Membership Agreement. I agree that my electronic signature/initials (hereinafter, "E-Signature") is the legal equivalent of my manual signature/initialing on this Membership Agreement. By selecting "I Accept" I consent to be legally bound by this Membership Agreement's terms and conditions.

**I Accept**

**Print Name or Sign:** \_\_\_\_\_

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

## 4. Health History Questionnaire (HHQ)

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

YES NO

		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?
		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?
		3. Do you have any pulmonary (lung) disease (emphysema, chronic bronchitis, asthma, or exercise induced asthma) other than allergies?
		4. Are you, or have you ever been told by a physician that you are Obese in terms of Body Mass Index (>30)?
		5. Do you currently smoke, or have you recently quit smoking within the past 6 months?
		6. Do you have high (hyperglycemia), or low (hypoglycemia) blood sugar levels?
		7. Currently, or within the past 12 months have you been told you have high cholesterol, or have taken medications to control your cholesterol?
		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?
		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?
		10. Have you had surgery or have you been diagnosed with any disease in the past 12 months?

**McCormack Fitness Center (MFC), Inc. • John W. McCormack Federal Building,  
5 Post Office Square, Boston, MA 02109**

YES NO

		<b>11. Are you pregnant now or have you given birth within the last six months?</b>
		<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>
		<b>13. Are you currently taking any prescription medications, except birth control?</b>
		<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>
		<b>15. Are you currently NOT physically active for at least 2 hours per week (walk/jog/run, yard work, housework, recreational activities)?</b>

**If you marked “YES” to any of the above questions, you must obtain a physician’s approval before using the MFC for physical activity or exercise. The physician form can be downloaded from the MFC website - <http://www.mfcinc.org>**

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 MFC. 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 any 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 MFC and to immediately notify the MFC of the changes.

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

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

\* Note: The Submit button will attach the application into your default email program. The application is not encrypted during transmission to the MFC email account. Alternatively, you can save and print the application for submission.