



CORPORATE ENROLLMENT FORM

LOCATION: _____

PIVOTAL REP: _____

SOURCE: _____

EMPLOYEE INFORMATION

EMPLOYEE NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

BIRTH DATE: _____ HOME PHONE: _____ CELL PHONE: _____

EMAIL: _____

ARE YOU A CURRENT PIVOTAL MEMBER? YES NO

IF YES, PLEASE INCLUDE YOUR PIVOTAL BARCODE#: _____

ELIGIBILITY OF AN EXISTING PIVOTAL FITNESS MEMBER IS BASED UPON THE STATUS OF CONTRACT - MUST BE ON A MONTH TO MONTH BASIS OR HAVE COMPLETED THE INITIAL OBLIGATION PERIOD.

PLEASE COMPLETE EACH BOX AS ALL INFORMATION IS REQUIRED. PLEASE PUT N/A IF YOU DO NOT HAVE A HOME PHONE.

SECONDARY MEMBER INFO

NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

BIRTH DATE: _____ HOME PHONE: _____ CELL PHONE: _____

EMAIL: _____

ARE YOU A CURRENT PIVOTAL MEMBER? YES NO

IF YES, PLEASE INCLUDE YOUR PIVOTAL BARCODE#: _____

ADDITIONAL MEMBER INFO

NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

BIRTH DATE: _____ HOME PHONE: _____ CELL PHONE: _____

EMAIL: _____

ARE YOU A CURRENT PIVOTAL MEMBER? YES NO

IF YES, PLEASE INCLUDE YOUR PIVOTAL BARCODE#: _____

MEMBERSHIP TYPE: _____ COMPANY AFFILIATION: _____

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO THE TERMS OUTLINED ON THE FRONT AND BACK OF THIS MEMBERSHIP AGREEMENT WITH PIVOTAL FITNESS AND SHALL BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

MEMBER SIGNATURE: _____ DATE: _____

PIVOTAL FITNESS REPRESENTATIVE: _____



First Name: _____

Last Name: _____

Email: _____

I verify that I am 18 year of age or older:

RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT

Notice - By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement

In consideration of being allowed to use the facilities and participate in use of health club and other activities (collectively the "Activities") provided by Pivotal Fitness, LLC and all subsidiaries (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant's participation in the Activities or the use of any equipment provided by the Host ("Equipment"), including while receiving instruction and/or training.
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death.
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.



Personal Responsibility

The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice. Participant and his/her parent(s) or legal guardian(s) are responsible for notifying the Host of any changes to Participant's health, which could affect Participant's ability to exercise in a reasonably safe and healthy manner.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host's Equipment and facilities before any participation.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of common sense and by being aware of his/her surroundings.

If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Signature:



Payroll Deduction Form for Pivotal Gym Corporate Membership

The biweekly cost is \$8.76. If you attend the gym a minimum of 8 times per month, you are eligible for the PUSH program reimbursement. **Payroll deduction is for employee only - dependents enroll and pay the gym directly.**

By signing below you expressly authorize the City of Charleston to deduct the biweekly cost of \$8.76 from your paycheck. This deduction is ongoing unless HR receives written confirmation to cancel. The HR department will not refund payments due to failure of the employee to provide this notification.

Participation in this program will involve strenuous physical activity. Participants are advised to consult with their personal physician if there is any question about their ability to safely take part in strenuous physical activity.

I acknowledge that my participation in the exercise program is strictly voluntary. I acknowledge there is risk of injury associated with my participation in the program, and that risk may be serious. I assume all risk associated with my participation in the program, and on behalf of myself and my heirs and assigns at law, I hereby release the City of Charleston, its officials, officers, employees, agents and their respective heirs, administrators and assigns from any and all responsibility for any injury, disability or death that may result from my participation in the program, and I, for myself and my heirs and assigns at law, do hereby agree to indemnify and hold harmless the City of Charleston, its officials, officers, employees, agents and their respective heirs, administrators and assigns from any and all claims and expenses of whatever nature that arise, either directly or indirectly, from my participation in the program, all to the extent permitted by law.

I ACKNOWLEDGE HAVING READ THIS ENROLLMENT FORM IN ITS ENTIRETY, THAT I UNDERSTAND ITS TERMS AND CONSEQUENCES AND THAT I AM UNAWARE OF ANY HEALTH ISSUES THAT WOULD BE AFFECTED BY MY PARTICIPATION IN THE EXERCISE PROGRAM.

Print Name: _____ Last 4 of SS#: _____

Signature: _____ Date: _____

Submit all forms to HR at HR@charleston-sc.gov, via inter-office mail, or faxed to 843-724-7358