



**OUR MISSION:**

To encourage healthy lifestyles for Chickasaw Nation citizens, employees and members of our communities through the creation of cooperative, sustainable relationships by focusing on education and the promotion of health and wellness.

**For office use only**

Verified by: \_\_\_\_\_

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

**PARTICIPANT INFORMATION**

Name: \_\_\_\_\_

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

DOB: MM DD YY

Cell: \_\_\_\_\_

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

Carrier: \_\_\_\_\_

Email: \_\_\_\_\_

**EMERGENCY CONTACT**

Name: \_\_\_\_\_

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

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

**I wish to receive updates by**

Email  Text message  No updates

Physician Referral: Y  N

*This information will be used to provide information and updates related to our services. It will not be shared with a third party.*

**PLEASE CHECK ALL THAT APPLY**

**Chickasaw Nation**

- Citizen  
(w/ citizenship card - includes immediate family)
- Employee  
(w/ employee badge - includes immediate family)

**First American w/CDIB**

- Individual
- Family\*
- Senior citizen 55+  
(includes spouse)

**Community**

- Individual
- Family\*
- Community senior 55+  
(includes spouse)

*\*Proof of shared residency is required for family plans. Members must be age 10 and up.*

**LOCATIONS**

**Ada**  
230 Seabrook Rd.  
Ada, Oklahoma 74820  
580-310-9661

**Ardmore**  
911 Locust St. NW  
Ardmore, Oklahoma 73401  
580-220-2828

**Tushka Fit**  
1801 N. Mississippi Ave.  
Ada, Oklahoma 74820  
580-279-1801

**Purcell**  
1420 Hardcastle Blvd.  
Purcell, Oklahoma 73080  
405-527-1980

**Tishomingo**  
821 E 6th St.  
Tishomingo, Oklahoma 73460  
580-387-2711

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## ASSUMPTION OF RISK AND RELEASE OF LIABILITY

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***This assumption of risk and release of liability (“release”) applies to the following fitness centers: the Ada, Ardmore, Tishomingo, Purcell Wellness Centers, and Tushka Fit (collectively, the “wellness centers”).***

I, \_\_\_\_\_ (“Releaser”), in consideration for the Chickasaw Nation granting me access to use the Wellness Centers, agree as follows:

I understand and expressly acknowledge that all physical exercise has inherent dangers, including risk of injury that may be serious or fatal. I fully understand and accept the risks to myself (and to any minor children I bring with me) associated with my presence at the Wellness Centers, participation in exercise activities, and/or the use of equipment, including, but not limited to, the use of free weights, weight machines, cardiovascular machines, other fitness devices, and/or other exercise equipment. I further acknowledge that my presence at the Wellness Centers, use of fitness equipment, and/or participation in exercise activities could result in substantial and serious hazards and risks, including risks of property damage, personal injury and injury to others, and/or death.

I acknowledge and understand that participation in activities at the Wellness Centers may expose myself and others to communicable diseases, including COVID-19, and risk of illness or death, even if I have been vaccinated from said communicable diseases, including COVID-19. I fully assume the risk of illness or death related to communicable diseases, including COVID-19, arising from my decision to enter and participate in activities at the Wellness Centers.

I, on behalf of myself and any minor children I bring with me, hereby waive, release, hold harmless, forever discharge and covenant not to sue the Chickasaw Nation, the Wellness Centers, their entities, officers, members, managers, employees, agents, assigns, and affiliates (the “Releasees”) from any and all claims, demands and liabilities, whether known, unknown, foreseen or unforeseen, future or contingent, for any and all property damage, personal injury, illness, and/or death arising from or relating to my use of the Wellness Centers. I acknowledge that the Releasees expressly disclaim any and all liability, including that arising from any personal injury, bodily injury, illness, death, and/or property damage, resulting from or connected to my use of the Wellness Centers. I understand this waiver includes waiver of any liability related to COVID-19 or any other illness which might occur as a result my being on the Wellness Center premises. I fully and freely assume all risks associated with the use of the Wellness Centers. I agree to hold harmless the Releasees from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including, without limitation, attorneys’ fees), and including any and all claims of any sort, whether foreseeable or not, and whether for direct, consequential, special, exemplary, or any other damages of any kind whatsoever.

I understand that the Wellness Centers are subject to the jurisdiction of the Chickasaw Nation, that any action arising out of my presence at the Wellness Centers or this Release must be brought in Chickasaw Nation courts, and that neither state nor federal courts have jurisdiction to hear any claims related to this Release. I acknowledge that, notwithstanding anything else in this Release, as a sovereign Tribal nation, the Chickasaw Nation has sovereign immunity from suit which is expressly retained, without limitation.

It is my sole responsibility to be familiar with the equipment I may use and/or activities I may participate in at the Wellness Centers. I understand and acknowledge that the Wellness Centers may not be monitored or supervised. I agree to use the Wellness Centers and any equipment in a safe, reasonable, and courteous manner and to act in a manner to prevent and reduce the risk of injury to myself and others.

I hereby agree to follow and fully comply with any and all policies and/or rules regarding the use of Wellness Centers, including, but not limited to, all rules and regulations of the Wellness Centers. I hereby agree to follow any rules related to reducing the risk of communicable diseases, including directions to wear a face mask, wash hands, or take other measures to reduce the risk of spreading communicable diseases, including COVID-19. I understand my failure to follow all Wellness Center rules and regulations, as well as the directions of any Wellness Center employees or staff, may result in my immediate dismissal from the Wellness Centers without any right of refund of any fees or any other remedy.

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## **IMAGE CONSENT AND RELEASE**

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I hereby grant the Chickasaw Nation, its agents, and others working for it or on its behalf and their respective licensees, successors, and assigns the absolute right and permission to use, publish, reproduce, broadcast and copyright my name, picture, likeness or any material based upon or derived (herein "images"), or to refrain from so doing, in any manner or media whatsoever for purposes of advertising or trade in promoting and publicizing the Chickasaw Nation.

I agree that any images or anything derived therefrom created by the Chickasaw Nation is owned by the Chickasaw Nation. If I should receive any print, negative or other copy, I shall not authorize its use by anyone else. I shall have no right of approval, no claim to additional compensation and no claim (including without limitation, claims based upon invasion of privacy, defamation or right of publicity) arising out of any uses, alteration, distortion or illusionary effect or use in any composite form of such images.

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## **PRAMA AND STROBE-EFFECT LIGHTING NOTIFICATION**

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PRAMA, the interactive circuit flooring, can generate flashes of light during the course of a workout session. Some individuals may be sensitive to flashing lights, particularly those with a rare form of epilepsy known as Photosensitive Epilepsy. Children and adolescents with Generalized Epilepsy or Juvenile Myoclonic Epilepsy may also be sensitive to flickering lights.

Please take care to notice who may be in the area and affected by these lights in order to avoid possible seizures. Children are more sensitive to light than adults. Please use PRAMA with extra care if there are children in the vicinity.

According to the Epilepsy Foundation Professional Advisory Board, the risk of seizures from most flashing lights is fairly small. However, care is still advised. If you have epilepsy and have any concerns about PRAMA and strobe-effect lighting, please contact your doctor. If you do not have a doctor, your local Epilepsy Foundation may help you identify a specialist in your area. A small amount of people who do not experience seizures may experience other negative effects such as headache, nausea, or dizziness. These are not signs of epilepsy. However, it is recommended that if you experience these symptoms you stop using PRAMA or any class that uses strobe-effect lighting at once.

There is no officially endorsed time limit for safe exposure to flashing lights. If you do not experience any negative effects it is not likely that you will develop any. However, to be on the safe side please limit your exposure and take frequent breaks.

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## FACILITY RULES AND REGULATIONS

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1. Visitors are required to check in at the front desk.
2. Members must check in with their key tag. If key tag is lost, members will be charged a \$5.00 replacement fee. If key card is damaged, please return to a facility staff member for a replacement at no charge. The Member Me+ app offers a no-cost virtual keytag.
3. Members/guests are responsible for personal items lost, stolen, or damaged during their time at Wellness Center facilities.
4. Child care is not provided. Children under the age of 16 must be supervised at all times by an adult. If a member/guest has children under their supervision, they are responsible for their behavior. If a child is unruly, the member/guest may be requested to address the child's behavior. If the child is still unruly, management reserves the right to ask the member/guest to leave.
5. Food and beverages are not allowed with the exception of capped, spill-proof and non-glass containers.
6. Appropriate athletic attire (full-length shirts, shorts, warm-ups, sweats, or aerobic clothing) is required throughout the facility. Revealing clothing like string tank tops, sports bras, half-shirts, and compression shorts under a 5-inch inseam is not permitted. Only proper athletic footwear is allowed in the workout facility. Open-toed shoes are not permitted. If clothing does not comply, management reserves the right to ask the member/guest to change into appropriate attire. If member/guest chooses to not comply, they may be asked to leave.
7. Foul and/or abusive language will not be tolerated.
8. No refunds on paid memberships.
9. Children 10 years or older may use weight equipment or cardio machines under direct adult supervision. **Ada facility only:** children ages 5 - 9 may only participate in scheduled **Kid Fit Room** activities or when a Wellness Center staff member is available. Under no circumstance should children be left unattended in the **Kid Fit Room**.
10. Members and guests are responsible for using equipment and facility amenities in a proper and safe manner. Any misuse, abuse or damage of equipment, property and amenities is a violation. If damage occurs, those responsible will be held accountable for repairs and/or replacement of Wellness Center property.
11. Video, photography, or any type of recording is not permitted on the property without expressed permission or consent from Wellness Center management.
12. Tobacco products, alcohol, drugs, and firearms are strictly prohibited on Wellness Center property.
13. Preventative maintenance is everyone's responsibility. Please abide by the posted signs for the maintenance and cleaning of equipment, and return all equipment to designated racks and storage areas after use.

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## AEROBIC POOL RULES AND REGULATIONS

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1. All users must rinse off before entering the pool.
2. The pool is only for aerobic/resistance training such as swimming, walking laps, or other exercises.
3. Diving or jumping into the pool, running, pushing, or other rough play is prohibited.
4. Lifeguards are not provided. Do not swim alone. For your safety, please notify a staff member if you are the only one in the pool.
5. Children under 10 years may participate in structured, age-appropriate classes. Children 10-15 years of age must be a member of the Wellness Center and directly supervised by an adult in the pool.
6. Appropriate swimwear is required to use the pool. Revealing swimwear such as string bikinis, strapless tops, thong-type bottoms, etc. is not permitted. If swimwear does not comply, management reserves the right to ask the member/guest to change into proper attire. If member/guest chooses to not comply, they may be asked to leave. Swimsuits and bare feet are allowed in pool area and locker rooms only.
7. When leaving the pool area, members/guests must be fully covered.
8. For your health and safety, any person suffering from a skin infection or open wound is prohibited from entering the pool. Individuals may not use the pool if they have bandages or adhesive tape on their body.
9. Please return ALL water weights, kick boards, water resistant gloves, noodles, and other water equipment to designated racks and storage areas after use.
10. Please place soiled Wellness Center towels in the dirty towel bins when finished.
11. Please abide by the posted signs located in the aerobic pool area.

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**SIGNATURE PAGE**

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*I acknowledge that I have received, read, and understand the release of liability. By initialing this document, you are releasing the Chickasaw Nation, the Wellness Centers, and any other related parties from liability.*

Initial here

*I acknowledge that I have received, read, and understand the image and consent release. By initialing this document, you agree that this release does not in any way conflict with any existing commitment on your part.*

Initial here

*I acknowledge that I have received, read, and understand the PRAMA and strobe-effect lighting notification. By initialing this document, you are releasing the Chickasaw Nation, the Wellness Centers, and any other related parties from liability.*

Initial here

*I acknowledge that I have received, read, and understand both the facility and pool rules and regulations. I further acknowledge that the rules and regulations are subject to change without prior notice and at any time. I understand that failure to comply may result in my being excluded from the premises as per Chickasaw Nation Standard Operating Procedure (SOP 02OPS 51017). Members and/or guests may request a copy of the SOP.*

Initial here

*I acknowledge that all information provided herein is accurate, correct, and complete. By signing below, you accept and will abide by all waivers, releases, rules, regulations, and notifications aforementioned in this document.*

Signature of participant or parent if under the age of 18

Date

Signature of witness