

# EVOfit - Fitness Room Policy

EVOfit is a program designed to reward the many dedicated and hardworking adults who sacrifice their time and resources to support their children's athletic pursuits, often at the expense of their own wellbeing. EVOfit offers parents / guardians access to fitness equipment, training and other resources at a convenient location, in proximity to, and during times, that coincide with EVO's various youth athletic training programs, classes and clinics.

This policy outlines the safe and proper use of the EVOfit fitness room and its equipment. Access to the EVOfit fitness room is for adults(18 y/o+) only with a valid EVOfit membership or EVO team athletes with special permission from an EVO Owner. This applies to EVO Employees and EVO Customers.

## II. GENERAL STATEMENT OF POLICY

EVO encourages members of the EVO community to obtain an EVOfit membership and to utilize the facilities and equipment. Use of the fitness room and related equipment may not interfere with other programs classes or practices. Parents / guardians of active EVO Athletes with EVOfit memberships have first priority for use of the fitness room. Must be at least 18 years old to use the equipment.

The fitness room, while being very well equipped, is limited in size. Therefore, while EVO encourages all EVO families and staff to utilize the fitness room, it is necessary to implement a nominal membership fee to prevent over crowding and possible mis-use of equipment by individuals that are not serious about their use of the facilities. This applies to customers and employees.

Athletes (who are under 18) may use the equipment only when it does not interfere with an adult member's use and only with special permission by an EVO owner. Minor use (when permitted by an EVO owner) may only occur with a coach, trainer or approved adult supervising at all times.

## III. APPLICATION

This policy shall apply to all persons using the fitness room. Use of the fitness room is for EVOfit members only. (Employees and EVO Family members must obtain a membership)

**EVO FAMILY USE:** Immediate adult family members / guardians of an EVO athlete, actively enrolled in an EVO program may obtain an EVOfit membership.

**EMPLOYEE USE:** Employees must obtain an EVOfit membership in order to use the fitness room. Employees are encouraged to join, EVO offers employees a full EVOfit membership at a discounted rate. Employee spouses may purchase an EVOfit membership at the standard pricing.

**EVO TEAM ATHLETE USE:** The fitness room is intended for adult use only. However, with special permission, EVO athletes (under the age 18) who are on an EVO team may obtain permission to use the facility with qualified and approved adult supervision. AT NO TIME may a person under 18 be unsupervised within the fitness room.

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## IV. GENERAL USE OF FITNESS ROOM

- A. Only EVO Athletics personnel (i.e. coaches) or individuals who have received prior approval from EVO Athletics Owners may act as supervisors in the weight room. Supervisors must be certified in the use of the equipment, AED, CPR, and care of injuries.
- B. B. At least one supervisor must be physically present in the fitness room whenever an approved minor is using the facility. Note: Only EVO Team Athletes may be granted special permission to [occasionally] use.
- C. Only individuals with an EVOfit membership (in good standing) may use the fitness room.
- D. Access to the fitness room shall be provided by way of biometric (thumb or finger print) access.
- E. The fitness room may be used during EVO Athletics' normal hours of operation.
- F. At no time may a non-member use the fitness room or be inside the room. The fitness room is for EVO employees, and parents / guardians of active EVO athletes currently enrolled in an EVO program.
- G. EVOfit members' unsupervised use of the fitness room is at the user's own risk and the appropriate waiver must be signed and on file before usage is approved.
- H. Equipment will be inspected weekly. Equipment that is damaged will be removed immediately and will not be returned until repaired by a certified technician or replaced.
- I. Children or other individuals (non-members) may not accompany EVOfit members during that users workout. Children must be outside of the room and supervised at all times.

### Fitness Room Policies

1. Only EVOfit members and EVO Staff with EVOfit membership are permitted regular use the fitness room.
2. Spotters are required for all lifting activities, including warm-ups and cool-downs and Weight belts must always be worn whenever squatting.
3. Free weights are never to be thrown on the floor and left there. After each session, all the weights and apparatus must be put in their proper places.
4. Inappropriate behavior [as determined by the supervisor] will not be tolerated; all patrons will exhibit respect for everyone in the fitness room

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5. Persons who do not pick up after themselves, who are uncooperative, who do not follow policy, and/or who practice unsafe lifting, will lose their weight room privileges.

6. I understand and authorize EVO Athletics, to charge my credit card or electronically withdraw funds each month to pay for my EVOfit membership. I am aware that I may cancel at any time and understand that there are no refunds regardless of when I cancel. I further understand that payment is due prior to my membership becoming active.

## Fitness Room Dress Code Policies

1. FOOTWEAR: Clean athletic shoes should be worn at all times. Dress shoes, flip-flops, sandals, open-toe, and deck shoes are not permitted. The only exception is a pair of hiking/work boots for those who prefer to do the squat exercise in them because of the raised heel. Shoe laces must be tied at all times to prevent slipping or tripping.

2. LOWER BODY WEAR: Participants are required to wear either workout shorts, warm-ups, or sweat pants. Blue jeans, dress pants, fatigues, cut-offs, and non-athletic dress shorts are not permitted.

3. UPPER BODY WEAR: T-shirts, sweat shirts, warm-ups, and unaltered tank tops are required. Shirts that have inappropriate logos on them will not be allowed at the supervisor's discretion. This includes but is not limited to items that advertise alcohol, drugs, or tobacco. It further includes celebrities, bands, racecar drivers, etc. that advertise such products. Clothing with pictures and/or slogans that infer, suggest, hint, imply an obscenity, or are offensive to any parent, coach, or employee will not be allowed.

4. Loose or dangling jewelry may not be worn in the weight room. No chewing gum or food permitted in fitness room.

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## EVO Athletics - Use of Fitness Room Statement

I \_\_\_\_\_ have read and understand the EVO Athletics EVOfit Fitness Room policy. I agree to fully abide by all the provisions outlined in the policy and understand that failure to follow the provisions outlined in this policy could lead to losing the privilege of using the fitness room. I understand that I should always lift with a spotter and must never be in the fitness room alone.

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

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## Fitness Room Waiver and Release of all Claims

**WARNING OF RISK** The use of fitness equipment can pose a substantial risk of injury. This includes, but is not limited to, the use of free weights, spinner bikes, ropes, and elastic band equipment. The exertion from use of fitness equipment can itself result in medical emergencies. It is recommended that each person consult with a physician prior to beginning a fitness regime. Each person is responsible for determining the level of activity of which he/she is capable.

**RELEASE FROM LIABILITY** In consideration of the use of the EVO Athletics EVOfit Fitness Room Facility and Equipment, and in recognition of the possible perils of the use of exercise facilities, the undersigned, for him/herself and his/her heirs, executors, administrators, and assigns, does hereby release EVO Athletics, LLC ("EVO") from any liability, obligation, or responsibility for injuries sustained from the use of the Facility and Equipment therein, and waives and releases all claims and causes of action which the undersigned might have against EVO and its Directors, Officers, employees and volunteers and any others acting on their behalf, from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those acting on their behalf or in any way arising out of or connected with my participation in any of fitness training or the use of any Equipment at EVO.. (Initial \_\_\_\_\_)

I understand and am aware that strength, flexibility, and exercise, including the use of the Equipment, are a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death, and I am voluntarily participating in these activities and using Equipment and machinery with knowledge of the dangers involved. I also recognize that on premises life-saving equipment may not be adequate in the event of a sudden medical emergency and that it may take substantial time for qualified First Responders to reach the Facility. I hereby agree to expressly assume and accept any and all risk of injury or death.

(Initial \_\_\_\_\_)

I agree to pay attorney fees and litigation expenses incurred by any person natural or legal, whom I, or my heirs, executors, administrators, and assigns, may sue in any effort to challenge this Waiver and Release. (Initial \_\_\_\_\_)

I recognize and acknowledge that there are certain risks of physical injury and I agree to assume the full risk of any injuries (including death), damages, or loss that I may sustain as a result of participating in any and all activities connected with or associated with a fitness program. I acknowledge that my use of the Facility and Equipment is not specifically supervised and I assume the risk of learning for myself the appropriate use of the Facility and Equipment. I do hereby fully release and discharge EVO and its officers, agents, employees, and volunteers from all claims resulting from injuries (including death), damages and losses sustained by me arising out of, connected with, or in any way associated with the activities of the fitness program. In any event of an emergency, I authorize EVO to secure from any licensed medical personnel any treatment deemed necessary for my immediate care and agree that I will be responsible for payments of any and all medical services rendered. (Initial \_\_\_\_\_)

I have read and fully understand the content of this Fitness Room Waiver and Release of All Claims document. I understand and acknowledge that my agreement to this Waiver and Release is a prerequisite to my use of the Facility, including Equipment, and I enter into it voluntarily in consideration of being allowed use of the Facility and Equipment.

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
EVO Verification of Signature