

# Family Member 18+

## Membership Eligibility

**Core Membership** - Dow employee & eligible family member(s); Dow retirees & eligible family member(s)\*; non-Dow affiliates (Contract approval by Dow Occupational Health for Wellness Center access)

**Diamond Membership** - Dow employees & eligible family member(s)\*

\*eligible family member(s) include spouse and/or dependents age 12-25 (and under parent/guardian's insurance)

## Member Information

<b>Status</b> <input type="checkbox"/> Employee <input type="checkbox"/> Retiree <input type="checkbox"/> Spouse / Domestic Partner <input type="checkbox"/> Dependent	<b>Employer</b> <input type="checkbox"/> The Dow Chemical Company <input type="checkbox"/> Non-Dow Affiliate <input type="text"/>	<b>Employee ID</b> <input type="text"/>
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First Name  Last Name

Birth Date  Gender  Email  Phone #

I have completed a Wellness Center orientation with a staff member.

Member Initials

Staff Initials

*Note: Before starting any exercise program, it is recommended that you consult with your physician for appropriate exercise guidance, especially if you are pregnant, have a chronic health condition (e.g. diabetes), or a change in health status.*

The following Terms and Conditions must be acknowledged and agreed by all participants prior to making any use of facilities owned or operated by Greater Midland Community Centers, Inc. ("GMCC") or The Dow Chemical Company, including its parents, subsidiaries and affiliates (collectively, "Dow").

**Conditions of Membership**

All members are required to present a current, valid membership card for identification when using any GMCC or Dow facilities. Membership cards are not transferable. As a member of these facilities, you agree to follow the policies, procedures, and appropriate behaviors for the safety and comfort of all members and guests.

**Photo Release**

I hereby give permission to Greater Midland Community Centers, Inc. to use any still photographs, video images, or audio recordings of me while participating at GMCC to market and promote GMCC in brochures, news articles, web sites, television, and/or any other media sources. I acknowledge that all photographs, video images, and/or audio recordings become the property of GMCC.

**Data Privacy Statement**

Each participant agrees that the personal information collected in this Membership Application and in the ordinary course of membership is collected, controlled, and processed by GMCC within the United States for purposes of providing fitness center services, and may be shared with Dow for purposes of eligibility confirmation, payment processing, or other purposes reasonably necessary to the provision of fitness center services. GMCC and/or Dow may also use this information to provide participants with communications regarding fitness center services and other Dow-supported wellness programs and activities. Members may opt out of such communications by providing written notice to GMCC of their desire to opt out.

**Waiver of Liability**

In consideration of the opportunity to participate and use GMCC fitness centers and Dow health promotion programs and services, I hereby release and promise not to sue GMCC, Dow, any other fitness center administrator, and their respective affiliates, successors, assigns, parents, subsidiaries, joint ventures, officers, directors, shareholders, agents, representatives and employees (collectively, the "Released Parties"), from any and all present and future claims resulting from ordinary negligence on the part of the Released Parties, or for loss, damage, or theft of personal property, personal injury, or death, arising as a result of using the fitness facilities and equipment or engaging in any health promotion activities or any activities incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, that may be made by me, my family, estate, heirs, or assigns.

Further, I am aware that health promotion activities may range from vigorous cardiovascular activity (i.e., aerobics, bicycles, steppers, etc.) to the strenuous exertion of strength training (i.e., free weights, weight machines). I understand that these and other physical health promotion activities involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attack, and injury to bones, joints, or muscles. I am voluntarily participating in these health promotion activities with knowledge of dangers involved and hereby agree to accept any and all inherent risks of property damage, personal injury or death associated with such activities.

I further agree to indemnify and hold harmless the Released Parties for any and all claims arising as a result of my engaging in fitness and health promotion activities promoted or sponsored by GMCC and/or Dow, or any activities incidental thereto, wherever, whenever, or however the same occur.

I understand that this waiver is intended to be as broad and inclusive as permitted by law and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect.

I affirm that I am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies that may be available to me for the ordinary negligence of the Released Parties. This Release does not affect any rights I may have to file for a benefit under any state workers' compensation statute.

I hereby declare that I am the parent or legal guardian of \_\_\_\_\_. I consent to allow him/her to use Dow and GMCC facilities and we hold the Released Parties harmless from any and all liability associated with that use. Parent or guardian must sign the Participant Consent for use of Dow and GMCC facilities on behalf of the minor.

I have read, understand, and agree with the Conditions of Membership, Data Privacy Statement, Photo Release, and Waiver of Liability. In addition, I understand and agree that these are in effect throughout my membership with GMCC. I understand and agree that if the membership is interrupted for any reason, these agreements will remain in effect during the period of interruption as well as after the membership is reinstated.

**Signature required**

**Participant Signature**

**Print Name**

**Date**

\_\_\_\_\_

**For Office Use**

**Payment Type:**

Auto-Draft

Annual

**Membership Type:**

Core Family Add

Diamond Family Add

Other: \_\_\_\_\_

**Staff Initials:** \_\_\_\_\_