the Chickasaw Nation

Chris Anoatubby
Governor

For Office Use Only:

Verified by: _____

Date: _____

Wellness Center, Tushka Fit and Active Aging Enrollment and Waiver

(Application applies to all wellness center facilities)

Participant information:

Name: _____
First Middle Last Suffix

Birth date: _____

Mailing address: _____
Street City State ZIP

Physical address: _____
Street City State ZIP

Home phone no.: (___) _____ Cell phone no.: (___) _____ Work phone no.: (___) _____

Email address: _____

Do you wish to receive email updates? ☐ Yes ☐ No

Physician referral? ☐ Yes ☐ No

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

Check all that apply:

Chickasaw Nation:

☐ Citizen (with citizenship card - includes immediate family) ☐ Employee (with employee badge - includes immediate family)

First American with Certificate of Degree of Indian Blood (CDIB):

☐ Individual ☐ Family ☐ Senior citizen 55+ (includes spouse)

Community:

☐ Individual ☐ Family ☐Senior citizen 55+

Emergency contact information:

Name: _____ Phone no.: (___) _____ Relationship: _____

Wellness center locations:

Ada
230 Seabrook Road
Ada, OK 74820
(580) 310-9661

Ardmore
911 Locust Street Northwest
Ardmore, OK 73401
(580) 222-2828

Purcell
1420 Hardcastle Boulevard
Purcell, OK 73080
(405) 527-1980

Tishomingo
821 East 6th Street
Tishomingo, OK 73460
(580) 387-2711

Tushka Fit
1012 North Mississippi Avenue
Ada, OK 74820
(580) 279-1801

Active Aging location:

Ada
229 Seabrook Road
Ada, OK 74820
(580) 272-2605

Form no. 11967 ADM-HE Rev. 5/2026

Assumption of risk and release of liability:

This assumption of risk and release of liability ("release") applies to the following fitness centers: the Ada, Ardmore, Tishomingo and Purcell wellness centers, Tushka Fit and Active Aging facilities (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 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 disease, 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 that might occur as a result of my being on 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 agree that my use of the wellness centers is governed by the laws, guidelines, resolutions and ordinances of the Chickasaw Nation and that state law will not be applicable to such use nor will disputes relating to such use be subject to any authority outside the Chickasaw Nation. I affirmatively consent to the exclusive jurisdiction of the Chickasaw Nation's courts for all purposes relevant to my use of the wellness centers. Nothing contained in this form will be construed to waive the sovereign rights and immunities of the Chickasaw Nation and its officers, agents and employees.

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 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 staff, may result in my immediate dismissal from the wellness centers without any right of refund of any fees or any other remedy.

Image consent and release:

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 and 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 will not authorize its use by anyone else. I will 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 use, altercation, distortion or illusionary effect or use in any composite form of such images.

Wellness center rules and regulations:

1. Members/guests are required to check in at the front desk.
2. Members/guests must check in with their key tag. If key tag is lost, members/guests will be charged a $5 replacement fee. If key tag is damaged, please return it to wellness center staff for a replacement at no charge. The Member Me+ app offers a no-cost virtual key tag.
3. Members/guests are responsible for personal items lost, stolen or damaged during their time at wellness center/Tushka Fit facilities.
4. Child care is not provided. Children under 16 years old 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, wellness center staff 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. Members/guests are required to wear a shirt at all times while on the gym floor or in classes. In addition, all members/guests should wear shorts of appropriate length while in the facility. Inappropriate attire or clothing with offensive language/graphics is not allowed and may result in being asked to change.
7. Foul and/or abusive language will not be tolerated.
8. No refunds on paid memberships.
9. Children must be 10 years old or older to use weight equipment or cardio machines under direct adult supervision. **Ada facility only:** children 5-9 years old may only participate in scheduled **Kid Fit classes** and activities or when wellness center staff is available. Under no circumstances should children be left unattended.
10. Members/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 and Tushka Fit property.
11. Video, photography or any type of recording is not permitted on the wellness center and Tushka Fit property without expressed permission or consent from wellness center staff.
12. Tobacco products, alcohol, drugs and firearms are strictly prohibited on the wellness center and Tushka Fit premises.
13. Preventive maintenance is everyone's responsibility. Please abide by the posted signs for maintaining and cleaning equipment. Return all equipment to designated racks and storage areas after use.

Active Aging rules and regulations:

1. Members/guests are required to check in at the front desk.
2. Members/guests must check in with their key tag. If the key tag is lost, members/guests will be charged a $5.00 replacement fee. If the key tag is damaged, please return it to a facility staff member for a replacement at no charge. The Member Me+ app offers a no-cost virtual key tag.
3. Members/guests are responsible for personal items lost, stolen or damaged during their time at Active Aging.
4. Child care is not provided. 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. Members/guests are required to wear a shirt at all times while on the gym floor or in classes. In addition, all members/guests should wear shorts of appropriate length while in the facility. Inappropriate attire or clothing with offensive language/graphics are not allowed and may result in being asked to change.
7. Foul and/or abusive language will not be tolerated.
8. No refunds on paid memberships.
9. Members/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 Active Aging property.
10. Video, photography or any type of recording is not permitted on Active Aging property without expressed permission or consent from Active Aging staff.
11. Tobacco products, alcohol, drugs and firearms are strictly prohibited on Active Aging premises.
12. Preventive maintenance is everyone's responsibility. Please abide by the posted signs for maintaining and cleaning equipment. Return all equipment to designated racks and storage areas after use.

Photography, videotaping, filming and audio recording is strictly prohibited:

Please help us maintain and protect our judgment-free environment. To protect the safety, privacy and comfort of our members/guests, we strictly prohibit photography, videotaping, filming or audio recording equipment in any area of the wellness centers, Tushka Fit and Active Aging facilities.

1. If any member/guest witness the use of photography, videotaping, filming or audio recording, or has a concern regarding privacy violations, please report it promptly to facility staff. All issues will be addressed in a manner that protects everyone's safety and privacy.
2. Any conflict or concern arising from these rules and regulations will be resolved at the sole discretion of wellness center, Tushka Fit or Active Aging facility manager, prioritizing the privacy and comfort of all. The Chickasaw Nation reserves the right to revoke all photography, videotaping, filming or audio equipment use and privileges upon any deemed violation(s) under these rules and regulations up to and including termination of membership or guest privileges.

Aerobic pool rules and regulations:

1. All members/guests 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 the facility staff if you are the only one in the pool.
5. Children under 10 years old may participate in structured, age-appropriate classes. Children 10-15 years old must be members of the facility 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, etc., is not permitted. If swimwear does not comply, the facility staff reserves the right to ask the member/guest to change into proper attire. If the member/guest chooses not to 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, kickboards, water-resistant gloves, noodles and other water equipment to designated racks and storage areas after use.
10. Please place soiled facility towels in the dirty towel bins when finished.
11. Please abide by the posted signs located in the aerobic pool area in the Ada Wellness Center and Active Aging sauna.

Signature page:

_____ Initial here — 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, Tushka Fit, Active Aging and any other related parties from liability.

_____ Initial here — I acknowledge that I have received, read and understand the image or 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 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.

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 enrollment and waiver form.

Member/guest signature _____ Date _____

Parent/legal guardian signature (if under the age of 18) _____ Date _____

Witness signature _____ Date _____