

**FOUNDER'S FITNESS
APPLICATION AND PAYROLL AUTHORIZATION**

Employee Name: _____ Employee Number: _____

Phone : _____ Cell Phone : _____ Email: _____

Read and signed waiver and release of Liability _____ (Employee to initial)

Read and signed payroll deduction authorization for membership _____ (Employee to initial)

Received and will comply with all Rules and Regulations _____ (Employee to initial)

Will view video on line at www.clowstamping.com prior to equipment use _____ (Emp to initial)

PAYROLL AUTHORIZATION

I AUTHORIZE Clow Stamping Company to payroll deduct \$10.00 per month for the Founder's Fitness Health Club facility membership.

Employee Name	Employee Number	Date
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Deduction begins the first pay period of the first full month following the 30 day free trial membership.

Your first deduction will be on: _____

AUTHORIZATION TERMINATION

I AUTHORIZE Clow Stamping Company to discontinue payroll deductions for the Founder's Fitness Health Club facility and terminate my membership.

Employee Name	Employee Number	Date
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THE FOUNDER'S FITNESS AND WELLNESS CENTER

April 15, 2010 marked the opening of The Founder's Fitness and Wellness Center, located next door the Clow Stamping Company. It shares the building with the Clow Stamping Training Center and Breath of Life Yoga Studio and is available exclusively for Clow Stamping Company employees and their guests. Employees may bring a guest to make exercising more enjoyable. Guests must be at least 14 years of age and sign in at the Center. The Center is open 24 hours a day 7 days a week.

Membership begins with a small monthly fee of \$10 which is automatically deducted from payroll. This fee helps maintain the Center and creates a fund from which we may be able to purchase or lease more equipment. Need time to check things out? Your first month is free.

The equipment for this Center was generously donated by the late Gladyce Clow-MacLeod and Everett Clow, co-founders of Clow Stamping Company.

*A complete equipment list is available on line or by request.

Founder's Employee Fitness and Wellness Center - Rules & Regulations

General

- Founder's Fitness is available to Clow Stamping Company employees for their convenience. The facility will be monitored from a remote location. At this time, employees can bring an adult guest or their own children age 14 or older to use the facility with this. Guest and parents must sign in before use on the forms provided.
- Hours of operation are currently **24 hours per day/7 days per week** and may be subject to change. Please let us know if you would be interested in weekend hours.
- All outside doors and windows must remain locked at all times for security reasons.
- Shoes and shirts and appropriate footwear must be worn at all times. **No work shoes or boots in Fitness Center. (All street shoes must be taken off in the entry before entering the facility.)** No shoes may be worn in the Yoga Studio (carpeted side).
- You must have your key pass with you whenever you are using the Fitness Center, even if the front door is unlocked.
- Music, etc, must be confined to personal headphones or with the consent of all in the room. No music may be played during classes.
- Replacement passkeys are \$5.00
- A member may resign from the Fitness Center by giving written notice to Human Resources.
- Any member may be terminated from the Fitness Center for violation of Rules and Regulations.
- Destruction of property will result in cancellation of membership and you will be financially responsible for replacement/repair.

- The Fitness Center shall not be responsible or liable to member for articles lost or stolen on the Fitness Center premises. The Fitness Center shall not be responsible or liable for loss or damage to any other property of members, including their automobile and its contents.
- Membership fees shall be directly withdrawn from employee's paycheck on a bi-monthly basis.
- The Fitness Center may alter, amend or repeal the Rules and Regulations from time to time. Any changes are immediately effective upon adoption by management and existing members shall be bound by such changes. Members will be notified of such changes through posting on the Center's bulletin board.
- Liability waiver must be read and signed and instructional video viewed before you may begin use of the facility. Video may be seen on the CSC website (www.clowstamping.com)

Equipment

- Clean off the equipment after each use.
- Limit your time on equipment if others are waiting. Allow others to rotate in between sets.
- Let us know immediately if a piece of equipment is not working correctly.
- Do not drop or bang weights.
- Do not rest weights or bars on bench or upholstery.
- Rack your weights when you are finished.
- Do not remove DVDc or CDs from the fitness center.

Safety

- Check with your physician before starting a new work-out routine.
- Again, wear appropriate footwear. No bare feet or work-boots allowed in fitness room.
- A phone is available in the hall for emergency calls
- The First Aid Kit is available for injuries which occur in the fitness center
- Please report any serious accidents to HR immediately.
- Try to work-out with a buddy. Work-out buddies can help each other stick to their fitness goals, provide fun companionship, and decrease risk from complications due to accidents or illnesses.
- Please don't work out if you are not feeling well or have had a recent injury. Allow your body time to heal and don't spread colds and flu. And wipe down equipment after each use.
- Respect your body's limitations and do not hurry! Did you know slow and controlled weight-lifting burns more calories than fast and furious?
- Do not use equipment if it doesn't seem to be working correctly. Please notify HR as soon as possible if equipment appears broken.

WAIVER AND RELEASE OF LIABILITY

In consideration of my use of the fitness equipment and facilities and my participation in any yoga or other fitness class provided by **Tara Moghadam** ("Moghadam") and in my voluntary participation in any of Clow Stamping Co's health promotional programs or other activities sponsored by Clow Stamping Co, I expressly agree on behalf of myself, my heirs, successors, and assigns, that I accept and assume full responsibility for any and all injuries (including death), damages (both economic and non-economic), and losses of any type, which may occur to me and I hereby fully and forever release and discharge Moghadam and/or **Clow Stamping Company** (the "Company"), their insurers, employees, officers, directors and agents, from any claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting or arising out my use of said equipment and facilities and/or my participation in any class regardless of whether such injuries or damages result, in whole or in part, from the negligence of Moghadam and/or the Company.

I expressly agree to indemnify and hold Moghadam and/or the Company harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person that may arise from injuries or damages sustained by me.

I agree to be solely responsible for the safety and well being of myself and understand that the Company does not provide supervision, instruction, or assistance in the use of the facilities and equipment.

I specifically release and discharge Moghadam and/or the Company and its health promotion staff from all injuries and damages arising from or contributing to any physical impairment or defect I may have, whether latent or patent, and agree that Moghadam and The Company are under no obligation to provide physical examination or other evidence of my fitness to participate in such activities, the same being my sole responsibility.

I agree to comply with all rules imposed by Moghadam and/or the Company regarding the use of the facilities and equipment and the participation in the class and to refrain from using any equipment in a manner inconsistent with its intended design and purpose, I have no physical or medical condition which, to my knowledge, would endanger myself or others or would interfere with my ability to use fitness equipment and facilities or participate in yoga or other fitness classes.

I understand and acknowledge that the use of exercise equipment and participation in yoga and other fitness classes involves risk of serious injury, including permanent disability and death.

I agree that should I assert any claim in contravention of this agreement, I will be responsible for the expenses (including legal fees) incurred by Moghadam and/or the Company in defending against such claims. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any subsequent waiver or modification.

I understand and agree that my use of the facilities and equipment and my participation in yoga and other fitness classes is only to be undertaken on my own personal time, and that my use of the facilities and equipment and my participation in the classes are not within the course or scope of my employment. Further, I understand that participation is not a condition of employment at the Company.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Date: _____, 20____

Signature: _____

Print Name: _____

If participant is under 18 years of age, the Waiver and Release of Liability must also be signed by both parents of the minor participant.

Date: _____, 20____

Signature: _____

Print Name: _____

Date: _____, 20____

Signature: _____

Print Name: _____

CONTACT INFORMATION

Employee Name

Employment Number

Phone or Cell Number

Email Address