



Fitness Membership Application

The **Paw'asak'** Fitness Program promotes the importance of health education, regular physical activity, and nutrition for a healthier lifestyle. The program is available to Osage members, Native American's and their families living in the Osage service area and Osage Nation employees.

What we will do:

- Provide free registration for events throughout the year.
- Provide training sessions/group activities.

What you do as a member:

- Complete Fitness Membership Application and forms. Allow two (2) weeks for application processing.
- You must be accepted as a member before you can start entering the sponsored races/events.
- Attend the walk/runs/sessions throughout the year. You may attend as many or as few as you would like.
- You must pre-register for each event. We will not accept event/race day applications.
- We track attendance. If you miss 3 races/events that you have registered for, you will forfeit membership for 6 months.

Questions or additional information may be obtained, by contacting:

Jaime Clark – 918-287-5482 Jaime.clark@osagenation-nsn.gov
<https://www.osagenation-nsn.gov/what-we-do/public-health-nursing>

Hank Powell – 918-287-1097 hpowell@osagenation-nsn.gov
<https://www.osagenation-nsn.gov/what-we-do/fitness-center>

Sponsoring Departments: Osage Nation Fitness Center – 918-287-1097
 Osage Nation Prevention – 918-287- 5595
 Osage Nation Public Health Nursing – 918-287-5482



Fitness Program Membership Application

Date: _____
Name: _____
Address: _____
City: _____ Zip Code: _____
E-mail: _____
Contact phone #: _____
Age: _____ Date of Birth: _____
American Indian/Alaska Native? ☐ Yes ☐ No Tribal Affiliation (s) _____
Student ☐ Yes ☐ No School? _____ Veteran ☐ Yes ☐ No

WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

1. In consideration for participating in the **OSAGE NATION** Fitness Program, I hereby **RELEASE, WAIVE, AND DISCHARGE THE OSAGE NATION**, their officers, agents, volunteers, and employees (hereinafter referred to collectively as the "Osage Nation") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained or any of the property belonging to me **WHETHER CAUSED BY THE NEGLIGENCE OF THE OSAGE NATION** or otherwise, while participating in the event and associated activities or while in on or upon the premises where the event is being conducted.
2. I am fully aware of the risks involved and hazards connected with my participation in this event and traveling. I hereby elect to voluntarily participate in said activities of the event with full knowledge that said activities may be hazardous to myself and my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH** that may be sustained by myself, or any loss or damage of property owned by me, as a result of being engaged in such activities **WHETHER CAUSED BY THE NEGLIGENCE OF THE OSAGE NATION OR OTHERWISE**.
3. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS THE OSAGE NATION** from any loss, liability, damage or costs, including court costs and reasonable attorneys' fees that the Osage Nation may incur due to my participation in said event and associated activities **WHETHER CAUSED BY NEGLIGENCE OF THE OSAGE NATION** or otherwise.
4. It is my express intent that this Waiver of Liability and Indemnification Agreement bind myself and the members of my family and spouse, if I am alive, and my heirs, assignees and personal representative, if I am deceased, and shall be deemed as a complete **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE THE OSAGE NATION**.
5. By signing this agreement, I hereby consent to the jurisdiction and laws of the Osage Nation. I hereby further agree that this Waiver of Liability and Indemnification Agreement shall be governed and construed by the laws of the Osage Nation; and any dispute arising under the terms of this Agreement shall be brought within the exclusive jurisdiction of the Osage Nation Courts.
6. **BY SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT**, I have read the foregoing Waiver of Liability and Indemnification Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement have been made; and I am at least eighteen (18) years of age and/or the Parent or Legal Guardian of the minor participant; if Participant is under the age of eighteen (18), Parent/Legal Guardian consents to the minor's participation in the event; consents for the Osage Nation to seek reasonable and necessary medical treatment for their child during such or associated activities; and agrees to be responsible for any cost of such treatment. By my signature below, I acknowledge and execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.
- 7.

Participant Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

OSAGE NATION IMAGE RELEASE FORM

I, the undersigned, hereby enter into this Agreement with the Osage Nation for my participation in the _____. I have been informed and understand that the Osage Nation requesting my permission to use the following personal information:

- A. My picture – including photographic, motion picture, and electronic (video) images.
- B. My voice – including sound and video recordings.

1. I hereby grant Osage Nation, its subsidiaries, licensees, successors and assigns, the irrevocable right to use my name (or any fictitious name), likeness, image, voice, appearance, and performance whether recorded on or transferred to videotape, film, slides, photographs, audio tapes, DVDs or any other media now known or later developed. This grant includes without limitation the right to edit, digitally enhance or alter, mix or duplicate and to use or re-use my personal information in whole or part, as Osage Nation may elect. I hereby waive any right to inspect or approve any finished product, including written copy or any other products that may be created in connection therewith. Osage Nation shall have complete ownership of any media in which I appear, including copyright interests.

2. I grant Osage Nation the right to broadcast, exhibit, market, sell and distribute my personal information, either in whole or in parts, for any purposes that Osage Nation, in its sole discretion, may determine, including without limitation advertising and promotion.

3. I confirm that I have the right to enter into this Agreement and hereby give all clearances, copyright and otherwise, for use of my name, likeness, image, voice, appearance, and performance. I expressly release and indemnify Osage Nation and its successors, assigns and/or licensees from any and all claims including, without limitation, any and all claims for invasion of privacy, infringement of my right of publicity, defamation (including libel and slander) and any other personal and/or other property rights, arising out of or in any way connected with the above granted uses and representations. I agree that I shall not now or in the future assert or maintain any such claim against Osage Nation, its successors, assigns and/or licensees.

4. This Agreement shall continue from the date signed below and continue for a period of twenty-five (25) years and automatically renew for consecutive one-year periods unless I revoke this Agreement in writing.

5. I hereby waive the right to receive any payment for signing this release and waive the right to receive any payment for Osage Nation's use of the material described above for any of the purposes authorized by this release.

6. In the event that the above waiver is deemed void of enforcement, I hereby expressly submit to and consent to the exclusive jurisdiction of (1) the Osage Nation Trial Court, or (2) in the event that the Osage Nation Trial Court determines that it lacks jurisdiction over any such proceeding or otherwise fails or refuses to act, then to the jurisdiction of the United States District Court for the Northern District of Oklahoma over any action by the Nation to enforce this Agreement or over any action I may have for claims against the Nation under this Agreement.

AGREED, ACKNOWLEDGED, AND ACCEPTED BY MY SIGNATURE BELOW:

Printed Name: _____ Date: _____

Signature: _____

If release if provided on behalf of a minor:

I hereby certify that I am the parent or guardian of _____ whose personal information is being used by the Osage Nation and who is under the age of eighteen years to whom this release applies and that I have the legal authority to execute this release. I approve the foregoing and agree that we both shall be bound thereby.

Printed Name of Parent/Guardian: _____ Date: _____

Signature of Parent/Guardian: _____

REQUIRED FORM – Complete and Return

PHYSICAL ACTIVITY READINESS QUESTIONNAIRE (PAR-Q)

Name _____

What is the Par-Q? The Par-Q is a simple screening tool and necessary before beginning this exercise program. The purpose is to clear for exercise or refer for further screening. The objective is not diagnostic, but to determine risk: orthopedic, cardiovascular and chronological.

YES NO

Please read each question carefully and check the appropriate answer.

☐☐

1) Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor?

☐☐

2) Do you feel pain in your chest when you do physical activity?

☐☐

3) In the past month, have you had chest pain when you were not doing physical activity?

☐☐

4) Do you lose your balance because of dizziness or do you ever lose consciousness?

☐☐

5) Do you have a bone or joint problem that could be made worse by a change in your physical activity?

☐☐

6) Is your doctor currently prescribing medication for your blood pressure or heart condition?

☐☐

7) Do you have insulin dependent diabetes?

☐☐

8) Do you know of any other reason why you should not engage in physical activity?

- ❖ If you answered “Yes” to one or more questions, you MUST complete a physical examination with your provider and LETTER TO PROVIDER before becoming a member of the fitness program and increasing physical activity level.
- ❖ If you answered “NO” to all questions, you have assurance that you can safely increase your level of physical activity on a gradual basis. A physical examination is not required.

I have read, understood and completed this PAR-Q form. I am aware that there are inherent risks associated with any physical activity and recognize that it is my responsibility to provide accurate health and medical history information.

Participant Signature: _____ **Date:** _____

Parent/Guardian Signature: _____ **Date:** _____

LETTER TO PROVIDER

Dear Healthcare Provider:

Your patient, _____ wishes to become a member of the **PAK'ASAKO** physical fitness program. This self-paced program involves progressive resistance training, flexibility training, and cardiovascular routines, increasing duration and intensity over time.

After completing a Physical Activity Readiness Questionnaire (Par-Q) and identifying a medical condition, we agree to seek your advice before participation in this physical activity program.

A physical examination is required, so please make recommendations or restrictions that are appropriate for your patient.

Thank you

Please check of the following that apply

	I am not aware of any contradictions toward applicant participation in this physical activity program.
	The applicant should not engage in the following activities:
	I recommend the applicant not participate in this physical activity program.

Provider Signature: _____ Date: _____

Provider Name (print): _____

Clinic/Hospital name: _____

Address: _____

Phone: _____



FITNESS PROGRAM SCHEDULE 2020

Flyers and registration forms will be available prior to each event

Events, dates and locations are tentative:

	DATE	EVENT/RACE	LOCATION	TIME
1	October 3, 2020	ZOMBIE FUN RUN	On campus – start at Superintendent home	12:00 Noon
2	October ... 2020	Halloween 8K	Osage County Fairgrounds	0730
4	November 14 th	Veterans Day - Rucking Event – Wear your backpack with at least 10 lbs.	TBD	TBD
5	December 12 th	Saturday Skate party	Owasso Skate – Afternoon	TBD
6	January 2021	Bowling Event -	Bartlesville Bowling Center	TBD