



GOVERNOR'S OFFICE OF CONSUMER PROTECTION

October 24, 2013

Re: **An in depth discussion of the required statutory provisions, part 3**

As we continue our in depth discussion of the required statutory provisions for gym membership contracts, let us examine the following provision:

h) The health spa contract shall state that if a consumer has a history of heart disease, he should consult a physician before joining a spa.

Although the number of consumer complaints regarding this provision are far and few, it must be emphasized that it is a significant provision which must never be excluded from a gym's membership contract or agreement. To illustrate the significance of this provision, let us examine a consumer's experience. Sometime ago, we were contacted by a consumer who informed us that she had signed a health spa membership contract and had a question for OCP. She indicated that she had been dealing with cardiac related problems but had not thought about it when she signed the health spa contract. After reading the contract and noticing the provision, she immediately arranged an appointment to see a physician. Before meeting with her physician, she contacted OCP to determine whether she could cancel the contract if her physician had determined that she was not able to use the services of the gym as a result of her health. She was informed by OCP that she would be able to cancel the agreement should a physician determine that she was not able to use the gym. In such an instance, she would be required to provide written documentation from the physician which certified her inability to utilize the equipment and services of the gym.

As is illustrated by this example, this statutory provision served to assist both the consumer and the gym. The gym was protected from potential liability issues which may have come up if the consumer had proceeded to use the services of the facility without consulting her physician. And, the consumer was likewise reminded by the provision that she had a cardiac related matter which she had not thought about during the excitement of joining the gym.

There are two major implications for this provision. The first is its direct warning that every member who has a history of heart disease **must** consult a physician before joining a gym. The second implication is that the provision indirectly conveys a general warning that anyone who has a history of illness that may be affected by the use of a gym's services, they must consult a physician before joining a gym. As always, if there are any questions on these or other matters, please feel free to contact this office.