



Office Use Only

Member #: _____

Membership Fee: \$15 \$20

Paid \$15 Admin Fee: _____

Paid \$20 Fob Deposit: _____

Membership Application & Waiver

Member Information:

Name: _____

Home Address: _____

Phone Number: _____

Email Address: _____

Sex: _____

Birthdate: _____

Medical Conditions & Medications:

Emergency Contact Person: _____

Relationship: _____

Emergency Contact Phone Number: _____

Waiver of Liability

I, _____, the undersigned, in consideration of and as a condition of the Seward Park District Fitness Room which permits me to use of the Park District's facility and equipment, hereby, assume all risk of danger or injury (including death) which may be sustained by me and/or my property while using the Fitness Room, or during travel to or from the facility; and acting for myself, my spouse, children, heirs, personal representatives and assigns, do hereby release the Seward Park District of any premises, individually or collectively, their directors, officers, agents employees and/or elected or appointed officials from all liability for injury or death of any person and/or damage to any property resulting from, or arising out of my membership of the Seward Park District Fitness Room.

I, the undersigned, being duly aware of the risks and hazards of physical exercise, in the training and preparation for these activities and in the travel to and from these activities, do hereby elect voluntarily to participate in the use of the Fitness Room.

In signing this consent to participate, I hereby acknowledge and represent: (a) that I have read this document in its entirety, understand it and sign it voluntarily; (b) that I am of legal age; (c) that this consent to participate is the entire agreement between the parties hereto and its terms are contractual and not mere.

Member Signature: _____

Date: _____



Terms and Conditions

1. Membership:

1.1 By signing this Membership Application Form you agree to comply with these Terms and Conditions of Membership and the then current edition of the Fitness Room Rules as may be amended by the Seward Park District from time to time at its discretion throughout your period of membership.

1.2 You will only be permitted to use the Fitness Room facilities provided your membership is current and fully paid up or you have made payment arrangements acceptable to the Seward Park District.

1.3 You will have a period of seven days from the date of submitting your application in which to cancel your membership and receive a full refund of any fees paid. If you wish to exercise your right to cancel then you must contact the Seward Park District within seven days of the date of submission of your membership application and prior to the commencement of the use of the Fitness Room facilities. This does not affect your statutory rights.

2. Duration:

2.1 When you join the Fitness Room you are agreeing to remain a member for a minimum fixed commitment period from the start date of _____ to the end date of _____ (subject to extension if placed on freeze/suspension) (the "Commitment Period"). If you choose to pay your membership fees monthly your Fitness Room membership will continue automatically after the Commitment Period end date at the fee rate applicable to your membership type at that date, and your membership may be terminated by giving 1 calendar months' notice in writing as set out below. If you choose to join the Fitness Room by paying your Commitment Period membership fee in advance, your Fitness Room membership will terminate automatically on expiry of the Commitment Period.

2.2 If you join the Fitness Room prior to the opening of the Fitness Room, your Commitment Period will commence upon the official opening date of the Fitness Room.

3. Membership Fees:

The Seward Park District will set the level of membership fees and will review such fees periodically. The Seward Park District reserves the right to change the level of fees from time to time, but guarantees that the level of your membership fees will not increase during your Commitment Period. We will give you at least 30 days written notice of any changes to the levels of membership fees. At this time, the current monthly rate is \$15 per month for Seward Park District Residents and \$20 per month for Out of District Residents. A fee of \$15 will be collected at time of registration. This is a one-time fee when signing up to cover all administrative fees. There will also be a \$20 deposit for the Key Fob that will be issued to the member. This deposit will be refunded after the FOB is returned at the end of your membership. All monthly fees must be paid through an Electronic Funds Transfer through a checking or savings account. A VOIDED personal check must be turned in with your registration paperwork so that we are able to set up the direct withdrawal from your account. The withdrawal will be made on the 15th of each month.

4. Default and Late Payment:

4.1 If your bank fails to make a due direct debit payment from your account, we will write to advise you of this. We may apply to your bank for payment by direct debit twice within one calendar month and we reserve the right to refer any missed due payments to a debt collection agency. We may charge a fee of no more than \$15 for failed direct debit payments and of no more than \$5 for letters sent to you in respect of unpaid amounts.

4.2 Should any membership fees not be paid within 30 days of the due date, the full membership fee for the



remainder of the Commitment Period will automatically become due and payable. During any period in which membership fees are not paid the Seward Park District may suspend your membership and deactivate your Key Fob so that you cannot access the Fitness Room.

4.3 Any unpaid and overdue membership fees referred to a debt collection agency will be subject to a surcharge of no more than \$30 to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred in the collection of the overdue membership fees will be your responsibility and will be legally recoverable from you.

4.4 We may appoint a payment processing agent to receive and collect your monthly or annual direct debit instalments and in respect of payments made by direct/credit card. There will be no extra cost to you for these processing services supplied by such agent.

5. Suspension of Membership:

If you are unable to make use of the Fitness Room facilities by reason of illness or injury, you may suspend your membership for one continuous period of at least 1 month and a maximum of 3 months. To suspend your membership 30 days written notice must be given to the Seward Park District and we shall have the right to request a doctor's certificate to confirm your illness or injury. A reduced monthly fee will be charged during the period of suspension of membership. Any suspension during the Commitment Period will extend the length of the Commitment Period by the length of the period of suspension. Notice to terminate membership cannot run concurrently with a suspension period.

6. Termination:

You may terminate this agreement in the following circumstances:

6.1 Notice: You may terminate your membership by giving the Seward Park District at least 1 calendar month's written notice which shall expire either on the Commitment Period end date or at the end of the immediately following calendar month. Cancelling your direct debit instruction for the payment of fees is not sufficient and does not constitute service of written notice;

6.2 Cooling off period: You may terminate your membership within the first 7 days of this agreement by giving written notice to the manager of the Fitness Room. If you cancel your direct debit instruction for the payment of fees this does not constitute service of written notice.

6.3 Medical: you may terminate this agreement by giving the Seward Park District at least 1 calendar month's written notice if you are unable to use the Fitness Room through serious illness or injury likely to preclude you from using the Fitness Room for a period of least 6 calendar months. We reserve the right to require reasonable evidence of your illness or injury - e.g. doctor's certificate before we accept notice of termination in these circumstances;

6.4 Pre-Sale: in the event that this agreement was made during a specific pre-sales period and you became a founder member you may terminate this agreement by giving the Seward Park District at least 1 calendar month's written notice within 14 days of the official opening date of the Fitness Room;

6.5 Relocation: if you move outside of a 15 miles radius of the location of the Fitness Room within the Commitment Period and you decide that it is not practical for you to attend the Fitness Room. You shall be entitled to terminate this agreement by giving the Seward Park District at least 1 calendar month's written notice which shall expire at the end of the immediately following calendar month. Proof of new address such as utility or council tax bill to be provided at the same time as the written notice of termination.

6.6 Redundancy: In the event you are made redundant from your main employment you may cancel your membership on providing a redundancy letter with a written notice to the Fitness Room manager who will evaluate your cancellation request. The membership will terminate 1 calendar month following the



acceptance of cancellation.

7. Key Fobs:

7.1 A Key Fob shall be issued to you upon joining the Fitness Room and will be used exclusively by you to gain entry to the Fitness Room. Key Fobs are not transferable and if you allow your card to be used by another person this is a serious breach of these Membership Terms and Conditions and will entitle the Seward Park District to terminate this agreement immediately and without notice. As stated in Section 3, there will also be a \$20 deposit for the Key Fob that will be issued to the member. This deposit will be refunded after the FOB is returned at the end of your membership.

7.2 If your Key Fob is lost or stolen you must notify the Seward Park District immediately and we reserve the right to charge an administration fee for the provision of a replacement Key Fob. The replacement fee for a key fob will be \$10.

7.3 Members who do not have their Key Fob will not be allowed into the Fitness Room during non-staffed hours, nor should they expect any other member to let them into the Fitness Room.

7.4 If you fail to pay your membership fees on the due dates for payment the Seward Park District shall have the right to terminate this agreement by giving you written notice of its decision to terminate or at its discretion suspending your membership by deactivating your Key Fob until all overdue membership fees have been paid.

8. Maintenance of Fitness Room facilities:

The Fitness Room may be temporarily closed for periods of up to 2 weeks each year for maintenance purposes. We reserve the right to add an annual facility maintenance charge of up to but no greater than the equivalent of 1 month's membership fees. If a facility maintenance charge is implemented in the future, you will be given a minimum of a 60 day notice of the amount owed and due date. You hereby authorize the designated billing company to collect this amount along with your regular Fitness Room membership fees.

9. Safety Notices:

9.1 All Key Fob usage is logged. You may not bring in guests at any time without prior written consent of the Fitness Room manager. Furthermore, if this policy is violated, at the sole discretion of the Fitness Room manager, you may be charged a guest fee and/or your membership suspended or terminated with the full membership fee for the remainder of the Commitment Period declared due and payable and a penalty of \$125.

9.2 It is your responsibility to wipe down the equipment and un-rack the weights they use.

9.3 You are hereby required to use the safety features of the equipment. If you are unsure how to use a machine, you should obtain instructions from the Fitness Room Manager.

9.4 You are responsible for understanding how to operate the fire alarms and agree to use them only in case of an emergency.

9.5 Abusive language, threatening or violent behavior, abuse of equipment, use of alcoholic or illegal substances, and smoking in the Fitness Room may result in suspension or termination of your membership with the full membership fee for the remainder of the Commitment Period declared due and payable.

9.6 No photography (including the taking of images through a mobile phone or camcorder) is allowed in any area of the Fitness Room.

9.7 Members must read all Health and Safety notices displayed in the Fitness Room and comply with their recommendations at all times. In particular you must observe all instructions regarding the safe and proper



use of each item of fitness equipment in the Fitness Room, recognizing that at most times the Fitness Room will be unsupervised and that at such times you should not use any item of fitness equipment with which you are not familiar.

9.8 Children aged 11 and under are not permitted in the fitness room at any time. This includes strollers, baby carriers and children sitting inside the fitness room area while a parent/guardian is exercising.

9.9 Teens between the ages of 12-17 may use the fitness room equipment when accompanied by a paying adult who is responsible for direct supervision. An adult is defined as someone 18 years or older, and direct supervision is defined as being immediately adjacent to the machine that the child is using. The adult may be using an adjacent machine or standing next to the machine that the child is on.

10. Notices:

Notices from you to the Fitness Room Manager or the Seward Park District must be in writing and addressed to the Board of Commissioners at the Seward Park District. The Seward Park District reserves the right to require evidence of posting or delivery where it has no record of receipt or the date of any notice appears inconsistent with the date of receipt. In these cases the notice will be deemed not given unless such evidence is produced. Any notice handed to personnel at the Fitness Room Manager must be receipted. Notices from the Seward Park District to you will be posted to you at your address in the membership records (or, where these terms permit, displayed on notice boards at the Fitness Room).

APPLICATION DECLARATION - PLEASE READ THE TERMS SET OUT BELOW AND ABOVE BEFORE SIGNING THIS CONTRACT

I confirm that all of the above information is correct and wish to apply for membership of the Fitness Room under the standard terms and conditions which I have read and accept. In particular I understand the following will apply to my membership of the Seward Park District Fitness Room:

1. I acknowledge that my initial membership of the Fitness Room is from _____ and will end on _____ (the "Commitment Period") (subject to extension if suspended by reason of my illness or injury) and agree to pay the membership fees in full due to the respect of this Commitment Period.
2. My membership will continue automatically after the end of the Commitment Period unless notice is given as required under the standard terms and conditions. After the end of the Commitment Period I may terminate my membership by giving at least 1 calendar months' notice in writing, so that my membership terminates at the end of the calendar month after notice was given, e.g; if notice given in March my membership will terminate at the end of April.
3. I may request suspension by reason of illness and/or injury for one continuous period of at least 1 month and a maximum of 3 months. I understand 30 days written notice must be given to the Fitness Room and the Fitness Room has the right to request a doctor's certificate. I understand a reduced monthly fee will be charged by the Fitness Room during suspension. Any suspension during the Commitment Period will extend the length of the Commitment Period by the duration of the period of suspension.
4. I understand the risk of injury from fitness Fitness Room activities and using any fitness Fitness Room equipment is significant, including the potential for permanent paralysis and death, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown. I acknowledge that this is an UNSUPERVISED FITNESS Room and I assume all risks associated with using exercise equipment and exercising alone without the aide and presence of Fitness Room staff on the premises. I understand the Fitness Room is independently owned and operated by the Seward Park District.
5. I acknowledge that the Seward Park District recognize the importance of every new member undergoing



induction training in the safe and proper use of the fitness equipment in the Seward Park District Fitness Room. I am aware that the Seward Park District has recommended that as a new member I receive induction training. If I decide that I do not wish to undertake induction training I will seek request advice from a member of the board if I am unfamiliar with a particular piece of equipment or type of exercise. Further I accept that I have opted out of the induction training in the knowledge that this is an UNSUPERVISED Fitness Room and I undertake to consult a board member on an ongoing basis in relation to the safe use of the Seward Park District Fitness Room's facilities and equipment.

Member Signature: _____

Date: _____