

**Collins Wellness Center (CWC)
Membership Agreement Form**



Personal Information

Name: _____

Mailing Address: _____

Email Address: _____

Home Phone: _____

Name of Emergency Contact: _____

City: _____ Zip Code: _____

Cell Phone: _____

Em. Contact Phone: _____

Membership/Participant Roster

Primary Member: _____

Joint Member: _____

Additional Family Members: _____ (Age: _____) Additional Family Members: _____ (Age: _____)

Additional Family Members: _____ (Age: _____) Additional Family Members: _____ (Age: _____)

***Member Assumption of Risk and Release Signature:** _____

**See "CWC Membership Terms and Conditions" for specific terms of Agreement. Signature above acknowledges you have reviewed and accepted terms within Assumption of Risk and Release Policy.*

Membership Terms

Membership Term (3), (6) or (12) months: _____

Beginning: ____/____/____ Ending ____/____/____

Type of Membership (circle one that applies): Individual **Married Couple **Family

Membership Dues - \$ _____ ***(Please see attached payment schedule for correct amount)***

Mode of Payment (circle) *monthly pre-pay 3 months pre-pay 6 months pre-pay 12 months

Method of Payment (circle) Pre-Payment by check/cash/card *Attach to Monthly Water Bill (**Details on page 3*)

One Time Registration Fee of \$25 for new membership –

Collected on: _____

(No Registration fee for members age 60 and over.)

****Married Couple and Family memberships are for same household family members filing on the same tax return. Proof of residence and filing status may be required.**

CWC Payment Schedule

Individual Membership Fees

*Monthly = \$19.00

3 Month Pre-Pay = \$60 (\$20/month)

6 Month Pre-Pay = \$114 (\$19/month)

12 Month Pre-Pay = (\$228 - 5% discount) = \$216.60 (\$18.05/month)

Married Couple Membership Fees

*Monthly = \$24.00

3 Month Pre-Pay = \$75 (\$25/month)

6 Month Pre-Pay = \$144 (\$24/month)

12 Month Pre-Pay = (\$288 x 5% off) = \$273.60 (\$22.80/month)

Family Membership Fees

*Monthly = \$29.00

3 Month Pre-Pay = \$90 (\$30/month)

6 Month Pre-Pay = \$174 (\$29/month)

12 Month Pre-Pay = (\$348 minus 10% off) = \$313.20 (\$26.10/month)

****Monthly payments are available for City of Collins residents only, and must be attached to their monthly water bill.
Details on page 3: CWC Payment Notice***

CWC Payment Notice:

Notice to all **making a pre-payment of services**

(Please read and sign to confirm understanding and acknowledgement):

If you choose to pre-pay for services, a check is requested at the time of application for the total amount due. The amount due will be subject to the payment schedule, as determined by the pricing chart attached to this form. In the event that your account is insufficient in funds, you may be charged up to \$20 in service fee in addition to any fees charged by your banking institution.

The total amount, based on the membership selection you chose, is _____.

Notice to all asking that **payments be deferred to monthly utilities bill. This option is available only to member residents within Collins City limits only.**

(Please read and sign to confirm understanding and acknowledgement):

If you choose to have your membership payments attached to your City of Collins utilities bill, please understand that this will happen monthly for the term of your membership. Your membership will renew automatically, and ratified CWC Terms and Conditions will remain in force. You may request cancellation of your membership anytime following the initial 3, 6 or 12 month membership you have selected. It is your responsibility to notify the City Clerk to stop monthly billing should you choose to cancel your CWC membership. In the event that you run delinquent in paying said utilities bill, this membership payment will be subject to 10% penalty just as other services outlined on that bill.

The monthly charge, based upon your membership choice will be _____.

_____ (signature) _____ (date)

Collins Wellness Center Access

As a member of CWC you may use the facility 24 hours a day, 7 days a week. In order to access the facility you will need to purchase a key fob from either Collins City Hall, or from Collins Wellness Center. Your key fob will be programmed to identify you as the owner, and it will be yours to keep. Your key fob will remain active as long as you are a member in good standing.

In the event of a power outage, the key fob will not work, and the CWC will be temporarily closed until power is restored. Otherwise, if you are not able to enter the facility with your fob, you go to Collins City Hall for assistance during business hours, or contact the director at collinswellness@gmail.com and someone will respond to you as soon as possible.

Date: _____

Key Fob # _____ sold to _____ for the amount of \$15.

Date: _____

Key Fob # _____ sold to _____ for the amount of \$15.

Date: _____

Key Fob # _____ sold to _____ for the amount of \$15.

Date: _____

Key Fob # _____ sold to _____ for the amount of \$15.

City Hall will purchase key fobs back from former members for \$5.

CWC Membership Terms and Conditions (Please Read All):

Membership Assumption of Risk and Release Text:

I understand the risk of injury from wellness center activities and using any club 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 FACILITY and I assume all risks associated with using equipment and exercising alone without the aid and presence of wellness center staff on the premises. I understand that this wellness center is owned and operated by the City of Collins, Volunteer Board Members, city employees, affiliates, sponsoring agencies, sponsors, advertisers and made possible by donors, grants, membership fees, corporate sponsorship and advertisers. If applicable, owners and lessors or premises used to conduct any sponsored event (Releases), with respect to any and all injury, disability death, or loss or damage to person or property, whether arising from the negligence of the releases or otherwise that may arise out of or in connection with my using any equipment or the facilities of the club or any incident that occurs while using the club’s facilities or engaging in the club activity on or off the premises or otherwise related to my wellness center membership.

I expressly agree that this release is intended to be as broad and inclusive as permitted by the law of Iowa and if a portion of this release is held invalid, the balance shall remain in full force and effect. This release shall apply to my heirs, assigns, personal representatives and any other next of kin. I understand that the wellness center is relying on this release in agreeing to enter into this agreement.

I HAVE READ THE RELEASE OF LIABILITY AND ASSUMPTIONS OR RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature _____

Date _____

Signature _____

Date _____

CWC Membership Policy Concerning Guests

Only current members in good standing are authorized to enter and use Collins Wellness Center. Guest passes are utilized. The Guest and the Member must fill out the Guest Drop-In Form and deposit the daily fee and form in the City Hall Drop Box. Members may not bring non-members into CWC without first completing the Guest Drop-In Form. Members bringing in unauthorized guests may have their membership revoked. This policy is for safety reasons and liability concerns. Please contact the Director of Collins Wellness Center at collinswellness@gmail.com for further instructions on the Guest Drop-In policy and on on 1-month trial memberships. Thank you for your assistance in offering a local, safe and affordable option for the fitness and wellness needs of our community.

I HAVE READ THE MEMBERSHIP POLICY CONCERNING GUESTS AND FULLY UNDERSTAND ITS TERMS.

Signature _____

Date _____

Signature _____

Date _____

Additional Terms and Conditions:

Default and Late Payments: Should you default on any payment obligation as called for in this agreement, the wellness center will have the right to declare any remaining balance due and payable and you agree to pay allowable interest, and all costs of collection and including but not limited to collection agency fees, court costs, and attorney fees. A default occurs when any payment due under this agreement is more than ten days late. Should any monthly payment become more than ten days past due, you will be charge a late fee. An additional service fee, including any and all late fees and service fees, will be charged for any check, draft, credit card, or order returned for insufficient funds for any reason. This is subject to appropriate State and Federal Law.

Right to change designated billing company: The CWC hereby reserves the right to change the designated billing company at their discretion and without warning. If such a change is made, the full terms and conditions of this agreement will continue to apply and you agree to authorize the new billing company to continue drafting your account.

Member obligations:

- 1.) Member agrees to abide by all the club policies, follow the directions of the staff regarding safety and security issues, and to treat the staff and members with courtesy.
- 2.) Member agrees to pay monthly dues on time, including notifying the CWC promptly if banking or credit card information used for automatic payment changes, or to be charged a decline payment fee and /or a late fee per delinquent payment.
- 3.) Member agrees to pay all costs of collection incurred by the holder of this agreement if this account becomes more than 60 days past due.
- 4.) Member agrees to continue to fulfill the financial obligation of this agreement, except as below.
 - a. If during the original term of this contract you relocate more than a 50 mile radius from the CWC, you may cancel this contract by providing a 30 day written notice and proof of relocation.
 - b. If in the event that you have been subjected to unforeseen economic circumstances that have dramatically impacted your ability to make payments (loss of job, etc.), you may cancel by providing a 30 day written notice.
 - c. In either case any unpaid dues remaining will be refunded.

Summary of Membership Policies:

1. Married Couple and Family memberships are for same household family members and are on the same tax return. Proof of residence and filing status may be required to obtain a joint membership.
2. Member, by executing this agreement, does hereby join the CWC and such membership entitles the member to use the facility. The member is entitled to use the facility, and members shall be required to provide member's own personal athletic equipment and clothes.
3. **Members may not allow anyone else to use their access card/number and must alert the CWC immediately if their card/fob is lost or stolen.**
4. Member must be prepared to present proof of identification upon entering the CWC, which will act as membership card. Member agrees that member may be denied access to the CWC without his/her membership card.
5. Member agrees to abide by all membership regulations of the CWC. Member agrees to comply with stated and customary rules for participation and use of equipment. Unless cancelled as provided in this

agreement, members will be responsible for all payments due and owing under this agreement, even if member does not use the CWC's facilities and services. However, in the event of death or disability, liability, for fees will terminate as of the date of death or disability. If the CWC becomes temporarily unavailable due to an event such as a flood, fire, loss of lease, or the like, we will extend the members membership privilege for the period the facility was unavailable.

6. If the member violates this agreement and the terms contained therein or any of the rules and regulations for the use of the facility, the CWC may suspend the member's right to use the facility until such time as the member provides the CWC with reasonable assurance of future compliance. During the period of any such suspension, the member shall not be entitled to a credit for any prepayment of dues or other fees due or paid pursuant to this membership agreement. In the event member continues to violate the terms of this agreement or the rules and regulations governing the facility, the member's membership be terminated by the CWC, and the balance of the contract declared due and payable in full immediately.
7. Member agrees that he/she shall not engage in any types of commercial or business activity while using the facilities. Member shall not act as a trainer for any other members or guests and acts which constitute such business activities are strictly forbidden. If member engages in such commercial or business activities members membership shall be subject to immediate cancellation and the balance of the contract declared due and payable in full immediately.
8. Member agrees that members shall abide by the CWC dress code at all times while in the facility. Do not wear blue jeans or any pants/shorts that have blue jean type seams or rivets. Flip-flops or bare feet are not allowed in the CWC, except when conducive to fitness class activities such as yoga, and kickboxing etc.
9. Member agrees that member shall not use loud or profane language upon the CWC premises not shall member molest, assault, badger, or harass other club members, guests, or employees. If member engages in such behavior, member's membership shall be subject to immediate cancellation, and the balance of the contract declared due and payable in full immediately.
10. Member understands that the CWC prohibits the use of any drug or steroid and member agrees not to use any drugs or steroids on the CWC premises. Member acknowledges and is aware that steroids can cause numerous physical, mental, and emotional problems relating to physical maturity and growth and may cause heart disease, strokes, liver dysfunction, sterility and infertility, and many other adverse health problems.
11. Member agrees that if member fails to use the CWC facilities that it shall not release the member from the obligation to make all payments required by the terms of this membership agreement.
12. Should this agreement be placed in the hands of an attorney for the violation of any provision contained herein, the parties agree the club shall be entitled to recover all costs and expenses resulting there from, including a reasonable amount for attorney's fees.
13. The parties hereby agree that the whole agreement between the parties relating to the subject matter hereof is contained in this agreement and shall supersede any prior understandings, arrangements, commitments, or undertakings of the parties, whether written or oral, express, or implied.
14. This agreement may not be amended or modified except by an instrument in writing executed by the parties hereto.

Member Initials: _____

Summary of Membership Policies

This facility is under surveillance and member access card usage is logged. Members may not bring in guests at any time without first completing the Guest Drop-In Form and submitting payment per form instructions. Furthermore, if this policy is violated, at the sole discretion of the facility management, the member may be charged a guest fee and/or have their membership suspended or cancelled, the balance of this contract declared due and payable in full immediately, and be assessed a penalty of up to \$250. Violating this policy carries the same as violating the guest policy. Members who do not have their access card will not be allowed into the facility during non-staffed hours, nor should they expect for anyone else to let them into the facility. Members are hereby required to use the safety features of the equipment. If a member is unsure how to use a machine, he/she should obtain instructions from staff. Horseplay, vulgar language, abuse of the equipment, working while intoxicated, or other inappropriate behavior will not be tolerated and may result in the suspension or cancellation of the offending member's membership, and the balance of the contract being declared due and payable in full immediately. Photography/videography are not allowed in the CWC. Age requirements will be established separately from this agreement by the CWC Wellness Board, and all members agree to abide by such agreements. Members agree to provide diligent supervision of anyone below the age of 18 and the established minimum age limit (which will be established by the CWC Wellness Board and posted within the CWC.)

Vending and Product Purchases

If the primary member or any additional members which to utilize vending machines or purchase products directly from the CWC using their assigned key, the primary member hereby agrees to have the cost of such purchases, including sales tax, added to the next monthly draft in addition to their member dues, if this opportunity is so provided by the CWC.

Additional Programs

Additional programs may be offered by the CWC. These fitness programs will likely be provided by outside contractors and may require additional fees and liability waivers upon registration for such programs. All members who join the CWC do so with this understanding. In the absence of any such waivers, all members and non-members participating in potential fitness programs, will do so under the umbrella of the membership assumption of risk and release clause signed by all participants in this agreement.

Member Initials: _____



Collins Wellness Center

Guest Drop-In Form

- Rate per one day Drop-In for one guest: **\$5 payable to Collins Wellness Center**
- Attach payment to this signed form and deposit in the Collins City Hall Drop Box
- Minor aged guests must be accompanied by an Adult Member.

Guest Name: _____ Guest Age: _____

Collins Wellness Center Member Name: _____

Terms and Conditions (Please Read All):

Assumption of Risk and Release Text:

I understand the risk of injury from wellness center activities and using any club 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 FACILITY and I assume all risks associated with using equipment and exercising alone, or in a fitness class, without the aid and presence of wellness center staff on the premises. I understand that this wellness center is owned and operated by the City of Collins, Volunteer Board Members, city employees, affiliates, sponsoring agencies, sponsors, advertisers and made possible by donors, grants, membership fees, corporate sponsorship and advertisers. If applicable, owners and lessors or premises used to conduct any sponsored event (Releases), with respect to any and all injury, disability death, or loss or damage to person or property, whether arising from the negligence of the releases or otherwise that may arise out of or in connection with my using any equipment or the facilities of the club or any incident that occurs while using the club's facilities or engaging in the club activity on or off the premises or otherwise related to my use of the wellness center.

I expressly agree that this release is intended to be as broad and inclusive as permitted by the law of Iowa and if a portion of this release is held invalid, the balance shall remain in full force and effect. This release shall apply to my heirs, assigns, personal representatives and any other next of kin. I understand that the wellness center is relying on this release in agreeing to enter into this agreement.

I HAVE READ THE RELEASE OF LIABILITY AND ASSUMPTIONS OR RISK AGREEMENT, FULLY, UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Guest Signature _____ Date _____

I will ensure that my guest abides by the provisions set forth in the Collins Wellness Center Membership Agreement.

Member Signature _____ Date _____