

UDALL FITNESS CENTER
Membership Agreement

THIS Membership Agreement (“Agreement”) is entered into on the date set forth below between the **City of Udall, Kansas**, (“Udall”) and

Name: _____

Address: _____ **Phone:** _____

Membership Card number: _____ **Email:** _____

(“Member”).

The above Member shall be subject to and comply with these terms and conditions of the Udall Fitness Center (“Center”), and any posted Rules of the Center, applicable state and local law, and other policies or directions given by the Center staff or by employees, contractors, agents or volunteers of the City, while in the Center or participating in activities or programs of the Center.

1. Resident Boundaries. A resident resides within the city limits of the City of Udall, Kansas. All others are considered non-residents. *In order to receive resident rates individuals must provide current proof of residence by presenting one of the following: a picture ID, current utility bill, property tax notice, or a paycheck stub from a Local business. This must be presented at time of pass purchase. If proof of residence is unavailable, non-resident rates will be charged.*

2. Age Limits. No one under the age of 16 will be allowed in the fitness center at any time. No one between the ages of 16 and 18 years will be allowed in the fitness center, unless they are accompanied by an adult who is at least 18 years of age and who will supervise and be responsible for the person who is between 16 and 18 years of age. If these rules are broken, we will revoke membership privileges with NO refund.

3. Members Only. Only paid members will be allowed to use the Center. Members are PROHIBITED from bringing guests into the Center unless they have purchased a guest pass PRIOR to access. Guests may purchase a daily usage permit from the City Building during regular office hours. If purchasing a family membership, only immediate family members, which include dependent children and spouses only in the current household who are 18 years and older will be allowed access to the fitness center. Dependents over the age of 22 must be legal dependents. If your membership renewals are not paid, your key access will be turned off until fees are paid. It is the responsibility of each primary member to make sure fees are paid on time so access is not interrupted.

4. Attire. The Udall Fitness Center is a family-friendly facility; please dress appropriately. Athletic shoes must be worn. Open-toed shoes are prohibited in the fitness center. Shoes must be clean upon entering the fitness center.

5. Participant Behavior. All fitness members must help create a friendly safe atmosphere in the fitness center at all times. Any altercations with other fitness members or Center Staff will not be tolerated and will result in the termination of fitness member privileges.

6. Injury and First Aid. In case you or someone else becomes injured:

- For minor injuries (cuts, abrasions, and so forth.), a first aid kit is in the Center on the wall near the entrance.
- For serious injuries that need medical treatment, dial 911.
- Report all injuries to the City Building during business hours.

7. Power Outages. The door to the fitness center has a fail safe which will allow you to exit the fitness center without power to the door strike. There are also emergency exit lights allowing you to see in case of a power outage.

8. Fire. If a fire occurs, or if you smell or see smoke, exit the building immediately and call 911 from a cell phone or nearby business or home.

9. Clean Up. All members must clean equipment after use. Disinfectant wipes are provided. Please turn off equipment, televisions and lights when you leave and the room is empty. All members must wear clean shoes in the fitness center.

10. Violations or Damage. Members are required to report any violations of rules or damages to equipment and facilities to the City Building during office hours. Violations of any policies and rules WILL result in memberships being revoked without a refund.

11. Membership Refunds. Membership fees are non-refundable or transferable. Special circumstances will be considered case-by-case.

12. Insurance Statement. The Udall Fitness Center does not provide accident insurance for injuries sustained during Center activities. Members and community participants participate in programs and use the facilities at their own risk, and are encouraged to have personal medical insurance coverage.

13. Miscellaneous. These policies are only a general description of Udall Fitness Center policies; you must follow any other instructions provided to you by the Center staff members or by posted signage. If you have any questions or concerns on how to use the equipment, ask a Center staff member or other city employee. You must not use the equipment if uncertain how it works. If these rules are broken, we will revoke membership privileges with NO refund.

[RELEASE AND SIGNATURE PAGE TO FOLLOW]

Member Acknowledgment & Release:

I acknowledge and agree that I have been provided a copy of the fitness center policies and rules. I understand and will abide by all policies listed and any posted rules and signage in the fitness center, or any directions from Center staff or city employees. I understand the risks; including serious injury or death associated with using exercise equipment and exercising alone without the aid of a trainer or supervision and without the presence of fitness center or City staff on the premises. I release and agree to indemnify the Udall Health and Wellness Center, City of Udall, and its officers, agents, board members, employees, instructors and their insurers from any incident that may arise out of or in connection with my using any of the equipment or facilities of the Udall Fitness Center or any incident while using the fitness center's facilities. I understand if these rules are broken, the City of Udall will revoke membership privileges with NO refund.

Print Name

Signature

Primary Member _____ Date _____

Member 2 _____ Date _____

Member 3 _____ Date _____

Member 4 _____ Date _____