



Consult a medical professional before beginning any exercise program.

Applicant Information

Name:		Birth Date:	
Street Address:			
City:		State:	Zip:
Mailing Address:(if different)			
City:		State:	Zip:
Phone:	Cell:	Driver's License #	
Employer		Employer Phone:	

Emergency Contact

Nearest relative not living with you:		
Address:		
City:	State:	Zip:
Phone:	Cell:	

Membership Information

	Monthly	Yearly (10% off)	Membership Definitions: Individual: A person must be 18 years of age to qualify for an individual membership. Senior: A senior is an individual who is 60 years of age or older.
() Individual	\$15.00	\$162.00	
() Senior	\$10	\$108.00	
() Family (up to 5)	\$25.00	\$270.00	
Each additional Family Member	\$3.00	\$32.40	
() Key Deposit	\$15.00		
Total Due:			

Family: A family consists of up to 2 adults and children, age 21 and under, who are living in the same residence, are related, and can be claimed as dependents for tax purposes. All of these conditions must exist to determine family status. Each additional family member over 5 people may be added to the membership fo \$3.00 per month per member or \$32.40 per year per member.

Variances to this definition may take place for unique situations such as legal guardianship of foster children or an elderly parent dependent of care. To obtain an exception to the policy, a request for variance needs to be submitted to East Carbon City ath the City Hall. The City Council will make a final decision on each of these requests

Complete this section if applying for a **family membership**.

Each family member over the 5 person limit will be charged the "each additional family member" fee listed above.

Fmaily Member Name;	Relationship:	Age:
1		
2		
3		
4		
5		



General Center Policies and Notices:

- The Community Wellness Center is owned and operated by East Carbon City, a political subdivision of the State of Utah.
- The Community Wellness Center (hereinafter Center) is monitored by security cameras.
- No solicitation by members or guests is permitted without prior written approval by East Carbon City.
- Your key card must be brought each and every time you visit the gym. Please remember that your key card is your own and allowing anyone else to use it may result in immediate termination of your membership. There is a \$10 replacement fee for lost key cards.
- A \$30.00 service fee applies to each check returned for nonsufficient funds.
- Membership dues are to be paid by the 1st of each month. If dues are not paid keys must be returned within 5 days.
- Violation of the rules contained in this agreement or posted at the Center will result in termination of your membership. Any pre-paid membership dues will be forfeited as a penalty. In addition, you will be responsible for any damages or expenses caused by your actions. Terminated memberships will only be reinstated by approval by the East Carbon City Council. East Carbon City reserves the right to cancel any membership without advance notice or refund of payment(s) made or cancellation of any future payments due.
- Without limiting the City's ability to terminate this agreement, the City may terminate this membership for any reason at the end of any given month. If the City elects to so terminate, the City will refund a prorated portion of any dues applicable to future months.
- This agreement may only be cancelled by member upon disability or death. Upon proof your estate be be entitled to a refund of any dues applicable to future months.
- This membership agreement is not assignable or transferable.
- **Criminal activity will be prosecuted to the fullest extent possible.**

Hours of Operation and Guest Policy:

- The Community Wellness Center will be open 24 hours per day, 7 days per week. It is your responsibility to ensure the building is locked when you leave.
- Tuesdays and Thursdays from 8:00 a.m. to 10:00 a.m. are designated as "Ladies Day." Only women are allowed in the facility during these hours.
- Out of town guests pay either \$5 for a single workout or \$10 for a one-week membership accompanied by a member.

Basic Rules for Dress:

- Modest clothing must be worn at all times.
- For your protection, shoes must be worn at all times. Shoes must cover your entire foot. (i.e.: no sandals.)
- No jeans, belt buckles or loose, dangling jewelry items can be worn in the workout area. These items may damage the equipment or cause injury to you.
- Shirts must be worn while working out. Long-sleeved shirts, tee shirts, or tank tops are all acceptable tops.
- Workout shorts must be long enough to cover your buttocks at all times. This includes times that you're bending, stretching, running, etc.

Equipment and Cardiovascular Training Areas:

- Be courteous at all times and clean up after yourself. Dispose of trash in a proper receptacle.
- No horseplay or roughhousing.
- Profanity and obscene gestures are not allowed.
- No spitting, smoking, alcohol, or pets.
- Intoxicated individuals are not allowed on the property.
- Members listening to personal music must do so through headphones to not disturb other members.
- Report any equipment problems immediately to East Carbon City Hall.
- Do not attempt to repair or adjust any equipment that has malfunctioned.
- Children under the age of 14 must be under the immediate supervision of a responsible person over the age of 18.
- Use of equipment is limited to one hour per machine. If another member is waiting to use a machine, time will be limited to 45 minutes per machine.
- Each member is responsible to bring their own towel and use it to wipe off equipment after each use.
- Dropping or slamming down of weights will not be tolerated.
- Keep hands and feet away from all moving parts and weight stacks.
- Bottled plastic drink containers are allowed. Glass bottles are not allowed.
- No food or drink in the children's area without adult supervision.
- Consult a physician before beginning any exercise program.
- All rules posted by East Carbon City at the Wellness Center are a part of this agreement.

_____ Initials _____ Initials – I agree to these terms and certify the information provided is accurate.



my participation in activities associated with the Community Wellness Center.

1. **Risk Factors-** I understand and acknowledge that the use of equipment and facilities provided by East Carbon City and participation in fitness activities involves risks including, but not limited to, the following: risk of property damage, bodily injury, including, but not limited to, permanent disability, paralysis, and possibly death. These risks may result from a variety of circumstances including, but not limited to, the use or misuse of the equipment or facilities, from the activity itself, from the acts of myself or others, including East Carbon City, its officials, and its agents or from the unavailability of emergency medical care. I further understand this is a self monitoring facility.

2. **Assumption of Risk-** I am participating in activities at the Community Wellness Center of my own free will. I understand that my decision to participate in activities at the Community Wellness Center is entirely voluntary and is not required by any person or entity. I **assume full responsibility for all risks** that may arise out of or result from my participation in fitness activities at the Community Wellness Center, including but not limited to those risks described in Section 1, above. I further understand that I **assume** the risk for loss or theft of my articles or possessions while at the Community Wellness Center.

3. **Acknowledgement of Policies and Procedures-** I acknowledge that I have read, know, and agree to all of the policies and procedures relating to my membership at the Community Wellness Center and participation in activities there. I understand that the safe and proper use of all facilities, equipment or participation in the activities is dependent upon carefully following these policies and procedures. I agree to comply with and abide by all rules, regulations and policies of the Community Wellness Center and of East Carbon City. I understand that East Carbon City reserves the right to revoke or terminate my membership at the Community Wellness Center for any violations of these rules, regulations, or policies.

4. **Release, Indemnify, and Defend-** I, the undersigned, on my behalf and on behalf of any person for whom I am a parent or guardian, hereby covenant not to sue, release, waive, discharge, and hold harmless East Carbon City, and all of its affiliates, predecessors, successors, employees, officials, agents and representatives, past or present (hereinafter jointly referred to as "the Released Parties") from any and all claims, suits, liabilities, judgments, costs and expenses ("Claims") for any property damage, property loss or theft, personal injury or illness, death or other loss arising from or relating to my membership or participation in activities at the Community Wellness Center, including attorney's fees. I also agree to defend, indemnify and hold harmless the Released Parties from and against any Claims arising from or related to my own acts or omissions in connection with my membership or participation in activities at the Community Wellness Center.

5. **Prerequisite Skills-** I acknowledge that I have the requisite skills, qualifications, physical ability and training necessary to properly and safely participate in the activities I will choose to engage in at the Community Wellness Center. I agree that I will consult a physician prior to engaging in any fitness activities or training program.

6. **Waiver-** I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am releasing unknown future claims.

7. **Payment for Damages-** I agree to pay for any and all damages to any property or Released Parties caused by me, or by any person for whom I am a parent or guardian, negligently, whether caused willfully or otherwise. I understand that if I am a member my unused membership dues will be forfeited toward payment of damages and my membership will be terminated. The remainder of the costs of damage must be paid within 30 days. Memberships terminated under this agreement will only be reinstated on approval of the East Carbon City.

8. **Representatives-** I enter into this agreement for myself, as well as for my heirs, assigns and legal representatives.

9. **Consent for Emergency Treatment-** I consent to medical treatment for emergencies that occur during or are related to my membership or participation in activities at the Community Wellness Center where I am unable to consent to such treatment. I understand the provisions of this Assumption of Risk, Waiver, and Release from Liability apply to any treatment that might be provided to me under this Section, including but not limited to Section 1, Section 2, and Section 4.

10. **Insurance-** I understand that I am solely responsible for any medical, health or personal injury costs relating to my membership or participation in activities at the Community Wellness Center. I understand that I am strongly encouraged to have a medical physical examination and purchase health insurance prior to any and all participation in any activities at the Community Wellness Center.

11. **Jurisdiction-** This Assumption of Risk, Waiver, and Release from Liability shall be governed in all respects by the laws of the State of Utah. The parties agree to use the State of Utah for Jurisdiction and the County of Carbon as Venue for any disputes between the parties related to this Assumption of Risk, Waiver, and Release from Liability. I understand this assumption of Assumption of Risk, Waiver, and Release from Liability is intended to be as broad and inclusive as is permitted by Utah Law.

12. **Severability-** If any term or provision of this Assumption of Risk, Waiver, and Release from Liability is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Assumption of Risk, Waiver, and Release from Liability, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

I have read and fully understand this Assumption of Risk, Waiver, and Release from Liability and understand that it relates to surrendering and releasing valuable legal rights. I do so freely and voluntarily. This agreement contains my entire agreement.

PRINTED NAME: _____ SIGNATURE: _____

Date: _____

PRINTED NAME: _____ SIGNATURE: _____

Date: _____

Consent and Release on Behalf of Minor by Parent/Legal Guardian: I am the parent or legal guardian of the above named minor(s). I have read and understand this Assumption of Risk, Waiver, and Release from Liability in its entirety and understand that it relates to surrendering valuable legal rights of the minor(s) and myself. I agree to be bound by all the terms of the Assumption of Risk, Waiver, and Release from Liability. I also give my consent to the participation of the minor(s) in activities at the Community Wellness Center.

PRINTED NAME: _____ SIGNATURE: _____

Date: _____

PRINTED NAME: _____ SIGNATURE: _____

Date: _____

____ Initials ____ Initials - I agree to these terms and certify the information provided is accurate.