

Membership Application & Agreement

Last Name: _____ **First Name:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

E-mail Address: _____

Phone Number: _____ **Employer:** _____ **Date of Birth:** _____

This agreement constitutes the entire and exclusive agreement between the signing parties. All membership fees have been reviewed and agreed to. Upon payment membership privileges are granted to the following individual(s).

Name	Birth date	Gender	Membership Card #
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

Membership Type:	Pay-in-Full	Monthly Debit	Membership Type:	Pay-in-Full	Monthly Debit
_____ Family	\$495	\$43.50	_____ Senior Citizen (65+)	\$209	\$18.50
_____ Adult Couple	\$417	\$35.75	_____ Young Adult (19-21)	\$209	\$18.50
_____ Senior Couple	\$373	\$32.75	_____ High School (9-12 grade)	\$181	\$16.50
_____ Adult	\$278	\$25.75	_____ Middle School (6-8 grade)	\$146	\$13.50
_____ Walking	\$129	\$11.00	_____ Elementary	\$119	\$10.25
	(Tax included)			(Tax included)	

Payment Options: (please select your payment option)

_____ PAID-IN-FULL MEMBERSHIP

_____ MONTHLY BANK DRAFT FEES

The monthly bank debit for this type of membership will be debited on the _____ 1st or _____ 15th day of each month. The primary member authorizes a monthly bank debit from the voided check submitted or

_____ (Bank Name) _____ (Bank Routing Number) _____ (Account Number)

Membership Dues: \$ _____

DISCOUNT \$ _____

Corporate or Surrounding Area

Include GET-Active \$ _____

\$15.00 per month per person

Total Payment Received: \$ _____

Waiver and Release Agreement

The Madison Community Center is committed to conducting its recreation programs and activities in a safe manner and holds the safety of participants in a high regard. The Madison Community Center continually strives to reduce such risks, and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants and parents/guardians of minors registering for this program/activity must recognize that there is an inherent risk of injury when choosing to participate in recreational activities. You are solely responsible for determining if you or your minor child/ward are physically fit and/or skilled for the activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant, disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity. Despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury when participating in any recreational activity/program. Understandably, not all hazards and dangers can be foreseen. Participants must understand that certain risks, dangers and injuries due to acts of God, inclement weather, slipping, falling, equipment failure in supervision, premise defects and all other circumstances inherent to recreational activities/programs exists. In this regard, it must be recognized that it is impossible for the Madison Community Center to guarantee absolute safety. Please read this form carefully and be aware that in signing up and participating in this facility's programs/activity, you will be assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you and your minor child/ward might sustain as a result of participating in any and all activities connected with and associated with this facility's program/activity. I recognize and acknowledge that there are certain risks of physical injury

Membership Application & Agreement

to participants in this program/activity, and I voluntarily agree to assume the full risk of any and all injuries, damages, or loss, regardless of severity, that my minor child/ward or I may sustain as a result of said participation. I further agree to waive and relinquish all claims my minor child/ward or I may have (or accrue to me or my child/ward) as a result of participating in this program/activity against the Madison Community Center, City of Madison and State of South Dakota including its officials, agents, volunteers and employees [hereinafter collectively referred to as the Madison Community Center]. If I elect to use any area or equipment in The Community Center I am aware that I am doing so at my own risk. I agree to read and follow all safety signs and warnings. I acknowledge that it is my responsibility to ensure that I am using the equipment properly, using proper exercise technique, in a manner it is attended to be used, and exercising within my physical limitations to reduce the risk of injury. I further acknowledge that Community Center staff is available for assistance upon my request by appointment to help answer question, for equipment orientations and other services.

I do hereby fully release and offer discharge the Madison Community Center from any and all claims for injuries, damages, or loss that my minor child/ward or I may have or which may accrue to me or my minor child/ward arising out of, connected with, or any way associated with this program/activity. If registering online or via fax, your online or facsimile signature shall substitute for and have the same legal effect as the original form signature. I do hereby consent to receive any medical treatment deemed advisable during my participation in the activities at the Madison Community Center. I have read this release and waiver of liability, assumption of the risk and indemnity agreement and consent to medical treatment, fully understand its terms, understand that I have freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Membership Cancellation / Refund Policy

If an individual is unable to continue their membership by reason of death, permanent disability, or residence is permanently relocated outside of the county, the member will be relieved from the obligations of this contract. Legitimate verification of the circumstance and cancellation must be presented in writing. If the member has prepaid, the pro-rated amount will be refunded. All refunds are subject to a \$25.00 service charge. Downgrading a membership is not allowed. The Community Center reserves the right at any time to terminate the membership of any Member for failure to comply with any of the rules, policies, and regulations adopted by The Community Center. The terminated member will be required to return his/her membership card to The Community Center.

The terminated member will remain liable for the remainder of their contract period. Any member who is thirty (30) days late with payment to The Community Center may be terminated at the discretion of The Community Center. A \$10 service charge is assessed for a check or bank draft that is returned insufficient.

Membership Renewal Policy

For your convenience, members who have selected a monthly bank debit will automatically have their annual membership renewed at the current membership rate, unless notification in writing is received. To renew a paid-in-full membership, payment will need to be received before the contract expiration date. A \$25 service charge will be assessed upon renewal of membership contracts that previously cancelled due to moving out of the county or annual contracts that don't fulfill the term of the contract.

Membership Agreement

The classification of Members, the amount of dues payable by members of each class, the amount of fees, the suspension and expulsion of Members, and all other matters affecting and relating to the Members or Membership shall be under complete control of the Madison Community Center. Membership rates are subject to change without notification. All memberships are annual memberships. A \$10 service charge is assessed for a check or bank draft that is returned as insufficient. It shall be policy of The Community Center to accept applications for membership from an individual, couple, family or business of good character without regard to race, color, creed, sex, national origin, or physical disabilities. The obligation to pay dues is not dependent on the availability of The Community Center's facilities. Tournaments, repairs and (or) maintenance of the facilities may make it necessary for The Community Center to restrict use of one or more facilities or temporarily close The Community Center that will not reduce or suspend the Members' obligation for payment of dues.

Additional Membership Agreement Terms

CHECKING IN: No member will be admitted to The Community Center without checking in or registering at the front desk of The Community Center. An adult must accompany children under the age of six (6) at all times, unless the child is enrolled in a program. Children under the age of twelve (12) will not be admitted to The Community Center before 12:00 pm, unless an adult accompanies them or unless the child is enrolled into a program.

GUEST POLICY: All non-members must register and guest fees must be paid before entering.

VALUABLES AND PERSONAL PROPERTY: Members are asked not to bring valuables into The Community Center or on its premises. Community Center management and employees are not reliable for storage, safekeeping, or damage of member's property. The Community Center is not responsible for any lost or stolen goods.

DAMAGES: The cost to repair damage to The Community Center's property by a member, member's guest and/or dependant children shall be paid by the undersigned.

SUSPENSION OF MEMBERSHIP: The Community Center has the right to suspend any membership due to non-payment of dues, for violation of rules or policies, or for behavior deemed inappropriate for the facility.

FITNESS EQUIPMENT: You must be at least fourteen (14) years of age to use the fitness equipment located in the fitness room or around the walking track.

**For a complete list of all membership rules and policies, please contact the front desk of The Community Center.*

I hereby agree to accept the terms and conditions of this membership application and agreement. The undersigned shall receive the membership rights and privileges and agrees to abide by all rules and policies of The Community Center, which are subject to change without notification and which, in the opinion of The Community Center management, are deemed necessary and reasonable for the best interest of its members and The Community Center.

Primary Member Signature

Date

Member Assistant Signature

Date