

MEMBERSHIP AGREEMENT

This Membership Agreement (“Agreement” or “Membership Agreement”) is entered into between the City of Halliday and you the member. This Agreement entitles members access to participate in access to the gym and equipment. However, Membership Agreement does not guaranty hours of operation or access until the gym construction and renovations have been completed

Please review this Agreement thoroughly as it is a legal contract between City of Halliday and all members. By using the services offered at the Gym, members are agreeing to the terms of this Agreement.

PURCHASES AND PAYMENT

PAYMENT SUMMARY: Daily / Monthly / annual membership payments shall be as follows:

	Single	Family
Daily	\$5.00	\$5.00 per person
Monthly	\$25.00	\$45.00
Annual	\$275.00	\$495.00
3 Month	\$70.00	\$120.00
6 Month	\$140.00	\$260.00

AGREEMENT TO PARTICIPATE and ASSUMPTION OF RISK

By signing up for and/or attending classes, events, activities, and other programs and using the premises, facilities and equipment (individually and/or collectively, the “Classes” and “Facilities”) of Gym, you hereby acknowledge on behalf of yourself, your heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers in group fitness classes and exercise equipment in association with the Classes and Facilities.

You acknowledge that some of these risks cannot be eliminated regardless of the care taken to avoid injuries. You also acknowledge that the specific risks vary from one activity to another, but range from (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and (3) catastrophic injuries including paralysis and death.

At all times, you shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions given to you by staff.

In consideration of being allowed to participate in and access the Classes and Facilities, you hereby (1) agree to assume full responsibility for any and all injuries or damage which are sustained or aggravated by you in relation to the Classes and Facilities, (2) release,

indemnify, and hold harmless the City of Halliday, and each of their respective officers, directors, members, employees, representatives and agents, and each of their respective successors and assigns and all others, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages, and liabilities to the fullest extent allowed by law arising out of or in any way related to participation in the Classes or use of the Facilities, and (3) represent that you (a) have no medical or physical condition that would prevent you from properly using any of City of Halliday's Classes and Facilities, (b) do not have a physical or mental condition that would put you in any physical or medical danger, and (c) have not been instructed by a physician to not participate in physical exercise. You acknowledge that if you have any chronic disabilities or conditions, you are at risk in using Gym's Classes and Facilities and should not be participating in any Classes.

You expressly agree to indemnify and hold the Gym, City of Halliday, and any agents acting on behalf on the City of Halliday harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

You agree to be solely responsible for the safety and well-being of yourself.

You agree to comply with all rules imposed by the City of Halliday regarding the use of the facilities and equipment.

You agree to conduct yourself in a controlled and reasonable manner at all times according to the safety and general operating protocols clearly outlined by the City of Halliday. You also agree to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

You understand and agree that the company is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

MISCELANEOUS

CONDUCT/DAMAGES: The City of Halliday is committed to the health, safety, and welfare of each of its members and will not tolerate unreasonable, threatening, obscene, harassing, indecent or illegal behavior. Members who do not observe the rules and regulations or who abuse equipment in any fashion will be asked to leave. The Gym has the right to judge behavior and respond accordingly. This right includes, but is not limited to termination of a membership without refund to any member engaging in unacceptable behavior. The member shall pay for any damages to property which results from the willful or negligent conduct of any member, member's guest, or member's dependent child. Not all rules and regulations are listed in this agreement. The City of Halliday reserves the right to add, change or remove rules, conditions of membership, opening and closing hours, and all services and facilities.

PHOTO/VIDEO RELEASE: You hereby grant the City of Halliday, its representatives, employees, or agents the right to take photographs and video footage of you and your

property while at Gym and to use and publish these photos or videos in print and/or electronically. You agree that the City of Halliday may use photographs or video footage of you with or without your name for any lawful purpose, including for such purposes as publicity, illustration, advertising and web content.

SUPERVISION: Adult supervision is required for any child under the age of 14 or any child under the age of 18 who has been given written warning of conduct contrary to the rules and conduct expected of all participants.

City:

Member:

Contact info:

Phone: _____

Email: _____

Mailing Address _____
