

# Strong Family Health Center - Fitness Center Membership Application and Agreement

I/We desire to become member(s) of the Strong Family Health Center (SFHC) - Fitness Center and hereby provide the following information for our application:

## Member(s) Information:

Name \_\_\_\_\_  
Last First Date of Birth

Phone #: \_\_\_\_\_ Scan Card: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

## Additional Family Members (must be over 14 years old for membership):

Name \_\_\_\_\_  
Last First Date of Birth

Phone #: \_\_\_\_\_ Scan Card: \_\_\_\_\_

Name \_\_\_\_\_  
Last First Date of Birth

Phone #: \_\_\_\_\_ Scan Card: \_\_\_\_\_

Name \_\_\_\_\_  
Last First Date of Birth

Phone #: \_\_\_\_\_ Scan Card: \_\_\_\_\_

## Check Requested Membership Type:

- \_\_\_ \$25 Individual
- \_\_\_ \$35 Couple
- \_\_\_ \$50 Family 3-5 members

Limited access membership 9am-2pm weekdays (no weekends)

- \_\_\_ \$15 Individual
- \_\_\_ \$10 for seniors 60 years or older

Indian Health Services eligible individuals or families receive \$10 off per month, only one discount per membership/family. Tribal Affiliation (if applicable): \_\_\_\_\_

## Fees:

- \$15 Enrollment Fee, non-refundable fee to establish / re-establish membership
- \$5 Card Replacement, each time
- \$5 Processing Fee, for declined credit card transactions
- \$15 Late Fee, for membership dues paid after the 8<sup>th</sup> of the month
- \$25 Late Fee, for accounts 30 days past due
- \$40 Return Check Fee

**Please choose one of the following Payment Acceptance and Agreement Options:**

**Option 1: \_\_\_\_\_ Initials**

- **Pre pay for 11 months & get the 12<sup>th</sup> month free.**
- Enrollment Fee is waived.
- Next membership payment will be due \_\_\_\_\_.

**Option 2: \_\_\_\_\_ Initials**

- **Automated monthly payments from your credit/debit card.**
- Monthly dues for the current month, along with authorized additional member charges, will be collected electronically on or after the 5<sup>th</sup> of the month.
- If the card declines during the auto recurring run, there will be a \$5 processing fee.
- In the event we are unable to collect payment electronically, the member will be notified and payment must be made by other means, no later than the 8<sup>th</sup> day of the month.

**Option 3: \_\_\_\_\_ Initials**

- **Bring payment to SFHC by 5<sup>th</sup> (SFHC) working day of each month & a \$5 per month processing fee.**
- We do not issue monthly billing statements.
- You will be responsible to make a membership payment monthly.
- In the event payment is not received, the member will be notified and payment must be made with a late fee in order to maintain membership privileges.

**Self-termination of any membership requires 30 day written notice.**

**Enrollment Payment Summary:**

\$ \_\_\_\_\_ Membership dues for the membership type selected

\$ \_\_\_\_\_ Less IHS Discount

\$ \_\_\_\_\_ Enrollment fee

**\$ \_\_\_\_\_ Total Payment upon Enrollment**

**Payment method:**    \_\_\_\_\_ Cash  
                                  \_\_\_\_\_ Check # \_\_\_\_\_  
                                  \_\_\_\_\_ Credit Card

*By signing below:*

*I understand that all agreements are 12-month and will automatically renew on a month-to-month basis until cancelled by the member.*

*Dues must be current at all times or Fitness Center membership will be suspended or terminated.*

\_\_\_\_\_  
**Signature of Member**

\_\_\_\_\_  
**Date**

# **AGREEMENT OF RULES, BYLAWS AND RELEASE OF LIABILITY**

## **1. PROVISIONS.**

The SFHC-Fitness Center will provide an exercise facility with cardio equipment and a limited access outdoor basketball court. The SFHC-Fitness Center and facilities may be unavailable during a period of repair and maintenance or special events, programs or private parties, or by Management's schedule for these events. In order to keep the facility in the best possible condition a portion of the SFHC-Fitness Center may be closed for a temporary time period for repairs and renovations. There will be no adjustment in dues for this period of closure.

## **2. MEMBER'S HEALTH WARRANTY.**

The member warrants and represents that the member or any family member or guest entitled to use the facilities of SFHC-Fitness Center under the terms of membership, has no disability, impairment, or ailment preventing him/her from engaging in active or passive exercise, or that will be detrimental or adverse to such person's health, safety, or physical condition if he/she does so engage or participate.

The Member acknowledges and agrees that:

- a) SFHC-Fitness Center will rely on the foregoing warranty in issuing the Membership.
- b) SFHC-Fitness Center shall have no obligation to perform a fitness assessment or similar testing to determine the Member's physical condition.
- c) If any fitness assessment or similar testing is performed by the SFHC-Fitness Center, it is solely for the purpose of providing comparative data with which the Member can track progress in a program and is not for diagnostic purposes.
- d) SFHC-Fitness Center shall not be subject to any claim, demand, or injury whatsoever on account of SFHC-Fitness Center's evaluation or interpretation of such fitness assessment or similar testing.
- e) SFHC-Fitness Center shall not be liable for any injury arising out of the member's disability impairment or ailment preventing him/her from engaging in active or passive exercise, or that would be detrimental or adverse to such person's health, safety or physical condition if he/she does so engage or participate. Each member and guest should be aware of his/her medical history and should consult with a physician prior to engaging in exercise or continuing to exercise if a medical condition appears or appears to be developing.

## **3. LIABILITY AND WAIVER OF LIABILITY.**

Each member of the SFHC-Fitness Center shall be liable for any property damage and/or personal injury (caused by the Member, Member's Family, Guest or any other person) at the SFHC-Fitness Center or any activity or function operated, arranged or sponsored by the SFHC-Fitness Center. It shall be the obligation of the member to pay for any costs involved upon presentation of a statement thereof. Any and all use of the SFHC-Fitness Center Facilities, or participation in, the SFHC-Fitness Center, activities operated, arranged or sponsored by the SFHC-Fitness Center either on or off the SFHC-Fitness Center's premises by the Member, Member's Family or Guest(s) shall be AT SUCH PERSON'S OWN RISK, and the SFHC-Fitness Center shall not be liable for any injuries or damages to such person, or the property of such person, or be subject to any claim, demand, injury or damages. The Member individually, and on behalf of the Member's personal representative, heirs, administrators, assigns and successors does here by expressly forever release and discharge the SFHC-Fitness Center, its successors and assigns, as well as its officers, agents and employees from all such claims, demands, actions, or causes of action.

**4. SUSPENSION/TERMINATION OF MEMBERSHIP BY MANAGEMENT.**

Management has the right to suspend and/or terminate any membership for non-payment of dues, fees, or for behavior inimical to the enjoyment of the SFHC-Fitness Center by other members and staff for any reason deemed sufficient in the sole discretion of Management.

**5. BUYER’S RIGHT TO CANCEL OR TERMINATE.**

Members have the right to cancel this contract within three (3) business days after receipt of a copy of this contract. In the event of a 3 day cancellation, the SFHC–Fitness Center will refund all enrollment fees and dues paid.

**Cancellations must be 30 day notice & in writing** and delivered to SFHC either in person, by fax, or by certified mail. All faxed and mailed cancellations will be dated 30 days from fax date or postmark. As we do not pro-rate, the final month will be due in full. All dues and fees must be paid in full, and account must be in good standing, prior to re-enrollment.

You may also cancel if the Member relocates more than 30 miles from the SFHC–Fitness Center and provides adequate proof of residence.

SFHC–Fitness Center dues & enrollment fees are non-refundable, except as indicated above.

**6. UNPAID BALANCES.**

All balances which are 30 days past due are subject to an additional \$25.00 late fee. In addition to other rights, Management reserves the right to:

1. Collect the current and past due balance.
2. Suspend and/or terminate membership privileges.
3. Recover from Member(s) any collection fees, court costs, and reasonable attorney’s fees.
4. Collect a service fee of \$40.00 for any check or draft payable to the SFHC-Fitness Center which is not honored.

**7. ACCESS PRIVILEGES.**

SFHC-FITNESS CENTER will provide access to the building using a cardlock and/or keycode system. I acknowledge that supervision is not always provided at the facility and is monitored 24 hour by video surveillance. I acknowledge that use of my access privileges to the facility by someone other than myself will result in loss of membership without refund. \_\_\_\_\_ **Initials**

These rules, bylaws and agreement constitute the entire and exclusive membership agreement between the parties. Any promise, representation, understanding, oral or written, pertaining directly or indirectly to the agreement, which are not continued herein, are hereby waived.

I certify that I have received a copy of the Rules, Bylaws and Release of Liability; have read and understand them.

\_\_\_\_\_  
**Signature of Member**

\_\_\_\_\_  
**Date**

**Next Membership payment is due:** \_\_\_\_\_

**Option 2 / Option 3 monthly payments will be:** \_\_\_\_\_