Membership Agreement

Name: _____ Date of Birth: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ E-Mail: _____

Mobile: _____ Work: _____

ADDITIONAL MEMBERS

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

EMERGENCY INFORMATION

Phone #: _____ Name/Relationship: _____ Date of Birth: _____

Phone #: _____ Name/Relationship: _____ Date of Birth: _____

MEMBERSHIP INFORMATION (Office Use Only)

Member ID #: _____

Join Date: _____ ***End Date*:*** _____

MEMBERSHIP TYPES:

ADULT ☐ COUPLE ☐ FAMILY ☐ SENIOR ☐ SENIOR COUPLE ☐ STUDENT ☐
VETERAN ☐ FIRST RESPONDERS ☐ ADD-ON CHILDCARE ☐

INSURANCE:

TIVITY-

☐ SILVER SNEAKERS_____

☐ PRIME _____

HEALTHY CONTRIBUTIONS-

☐ MEDICARE/MEDICAID
(code begins A, G or S followed by 9 digits) _____

☐ ONE PASS/AAPTIVE
(code begins B or P followed by 9 digits) _____

1-MONTH ☐

3-MONTHS ☐

I hereby authorize the Community Park Fitness to withdraw $ _____ from my account.

I understand that this membership is a 12-month commitment. Payments are made monthly, however I am committing to the full 12-month term. If I cancel before the end of the 12 months, I agree to pay the remaining balance of my full-year membership. I understand there is a $50 enrollment fee due at the start of my membership. If I choose not to continue after the initial 12 months, I will provide written notice at least 30 days prior to my desired end date. I also understand that declined payments for any reason will result in a $15 fee and two (2) declined payments in one calendar year will result in my requirement to satisfy the remaining balance of my entire membership in full before using the facility or registering for any park district program.

X _____ **X** _____

Authorized Signature
(18 YEARS OR OLDER)

Date:

1. The undersigned Member agrees to accept a membership at the Community Park Fitness (hereafter referred to as ("District") which membership shall entitle said Member to use of all of the facilities of the Fitness Center at all times that such facilities are regularly made available to Members, except those specifically set out in the Rules & Regulations of the Fitness Center. The Fitness Center retains the right to revoke or deny privileges to any individual it deems in violation of the Rules & Regulations.
2. Upon expiration of the term of this agreement, the District may adjust the dues. The member shall pay installments of the balance together with any and all such other sums as are herein agreed to be paid to the District at its address.
3. In the event of default, if this obligation is referred to an attorney and/or a collection agency, the Member agrees to pay, over and above his or her liabilities hereunder, reasonable attorney's fees, court costs, and costs of collection
4. The Member shall not be granted credit or discount for reason of absence or withdrawal of the Member from Membership, or by reason of the Member's failure to attend or use the facilities for any reason.
5. The undersigned has received, read, understands and agrees to abide by and cause family members and guests to abide by the Rules and Regulations of the Fitness Center as they now exist and as they may from time to time be amended or supplemented.(See Appendix A, attached)
6. This agreement is not assignable or transferable.
7. This agreement is executed in the State of Illinois and shall be interpreted in accordance with the state laws. If any particular provision shall be deemed invalid, the same shall not affect the balance of this agreement or the remaining provisions thereof.
8. That due to the fact that damages under this agreement are difficult to ascertain, the parties mutually agree that in the event of a default, the Fitness Center is entitled to receive the entire Agreement balance due as liquidated damages plus all delinquency fees and reasonable attorney's fees as provided herein
9. (a)You have the right to cancel this contract at any time before midnight of the third business day after the date of the contract. To cancel the contract, you must deliver a written cancellation notice in person or by mail to: Community Park Fitness, 1100 E. 31st Street, La Grange Park, IL 60526. Your membership card must accompany the cancellation notice. If you cancel your membership under this provision, you will receive a full refund minus 5% within thirty (30) days of the date the notice is received by the Fitness Center. After the third day, the membership is final and cancellation requests will not be approved. (b) Agreements may only be cancelled if one of the following occurs: 1. You become totally physically disabled for the duration of the agreement, 2. Relocation more than 20 miles from your present address (Proper proof must be provided prior to the management approving termination and/or refunds for unused facility privileges), 3 .Your death. 10. Non-usage is not a valid reason for cancellation. A $25 Termination fee will be assessed by the Fitness Center. To cancel the agreement for one of these three (3) reasons, you or your representative must deliver a written notice as stated above. You will receive a refund within thirty (30) days of the receipt of the cancellation notice, but the Fitness Center may retain that portion of the contract price which represents service used or completed plus reimbursement for the expenses incurred in an amount not to exceed twenty-five percent (25%) of the total membership amount. The Fitness Center may never demand more than the full contract price. 11.
10. Memberships may be frozen at a cost of $10/month with advanced written notice, maximum 3 months per year.
11. Automatic debit and EFT Memberships are 1 year commitments and will renew upon completion of the 1 year membership. Any membership fee changes will be transferred to the new, automatic monthly renewal. However, once automatic monthly renewal begins, rate changes (if any) will only be assessed on the next automatic monthly renewal. If you wish to cancel your automatic monthly renewal, you may do so at any time, though it is preferred in writing 30 days before your desired end of the automatic monthly renewal. Please note, automatic withdrawals occur on the 1st of each month. There is no cancellation fee during the automatic monthly renewal period. Automatic monthly renewal period begins once the 1 year monthly payment membership is completed.
12. Only personal trainers with Community Park FItness approval, necessary paperwork and signed personal trainer facility use agreement are allowed to train members/guests on premises. Personal Trainers without proper approval, the necessary paperwork and signed personal trainer facility use agreement are NOT ALLOWED to train anyone on Community Park Fitness premises.
13. Photo/Video Waiver-I hereby authorize and give my consent to Community Park Fitness to photo/video and without limitation, to use such photo/video for marketing materials to promote Community Park Fitness facility, classes, services and events.
14. Members shall pay for any loss or damage to property for which they or their guests are responsible.

WARNING OF RISK

Aerobic and other fitness activities such as passive/resistive weight training, use of stair machines, jogging, free weights, and other training devices are intended to challenge and engage the physical, mental and emotional resources of the participant. Despite careful and proper preparation, instruction, medical advice, conditioning, and equipment, there is still a risk of serious injury. All hazards and dangers cannot be foreseen. Depending on the particular activity, certain risks, dangers and injuries due to overexertion, improper technique, ignoring safety precautions, failing to follow instructions, slips and falls, unfamiliarity with the equipment and/or exercise, equipment failure, failure in supervision/instruction, premises defects and other risks inherent to the particular activity exist. In this regard, it is impossible for the (District/SRA) to guarantee absolute safety. Dependent upon a person's physical condition, age and/or skill level, aerobics and fitness activities can involve a substantial risk of the following types of injuries. This list is by no means complete, but includes some of the more common ones:

1. Heart attack, stroke and circulatory problems
2. Bone and joint injuries
3. Back and neck injury
4. Shin splints
5. Muscle strain and other muscle injuries
6. Foot problems

Please read this form carefully and be aware that in signing up and participating in this program/activity, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you or your minor child/ward might sustain as a result of participating in any and all activities connected with and associated with this program/activity (including transportation services and vehicle operations, when provided).

I recognize and acknowledge that there are certain risks of physical injury 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 I or my minor child/ward may have (or accrue to me or my child/ward) as a result of participating in this program/activity against the (District/SRA), including its officials, agents, volunteers and employees.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. If registering on-line or via fax, my on-line or facsimile signature shall substitute for and have the same legal effect as an original form signature.

Member: Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to an exact copy of the agreement you sign. By signing this contract, you are verifying that you are 18 or older.

X		**X**
Member Signature	Parent or Guardian Signature (If Under 18 Years of Age)	Date
Community Park Fitness Employee (Print Name)	Community Park Fitness Employee (Signature)	

Community Park Fitness Rules and Regulations **Appendix A**

- Each Community Park Fitness Member must maintain a current membership.
- ALL Members and guests must check in at the front desk.
- No one under the age of 12 is allowed on the Fitness Floor near weights, running track or cardio equipment
- Equipment must be handled with care. Any abuse (slamming, dropping or bouncing weights) will result in loss of membership and all subsequent privileges.
- Equipment should be returned to its proper location after use.
- Please do not monopolize more than one piece of equipment.
- Use of weight collars is REQUIRED.
- Use of spotters is recommended.
- Keep hands and feet clear of weights/equipment when in operation.
- Proper attire must be worn at all times inclusive of shirt/top, shorts/pants and shoes.
- Wet and/or street shoes are not permitted on fitness floor.
- Members and guests are fully responsible for personal items that are lost, stolen or damaged at Community Park Fitness. Any private property which may have been left in the fitness club or elsewhere on the premises may be disposed of without notice.
- Members and guests may not display actions that Community Park Fitness staff deems inappropriate or unsportsmanlike, this includes the use of foul language.
- Any complaints regarding the conduct of Community Park Fitness staff, members or guests must be reported directly to a Manager on Duty.
- Alcoholic beverages, drugs, and/or firearms are not permitted in or around the building.
- Use of equipment is on a first come, first serve basis, therefore please be considerate and limit your time on the equipment.
- For safety reasons please use sanitary wipes on equipment after use.
- Members should be mindful not to enter employee areas of building i.e., custodial/equipment closets, service/staff only areas, offices.
- Respect the authority of Community Park Fitness staff and respond to their directions accordingly.

I understand that infractions of any of these Rules and Regulations will result in a Member disciplinary warning/write-up and that multiple write-ups will result in loss of membership (non-refundable).

X		**X**
Member Signature	Parent or Guardian Signature (If Under 18 Years of Age)	Date
Community Park Fitness Employee (Print)	Community Park Fitness Employee (Signature)	