

# Membership Application Agreement (EFT)

**Primary Member:**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ M.I. \_\_\_\_\_  
Birth Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Sex: M F  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_  
Cell Phone Number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Work Phone Number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
E-mail address \_\_\_\_\_ Address Verified \_\_\_\_\_

**Emergency Contact:**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ M.I. \_\_\_\_\_  
Cell Phone Number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Work Phone Number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Additional Members:**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ M.I. \_\_\_\_\_  
Birth Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Sex: M F Relationship to Member \_\_\_\_\_ Address Verified \_\_\_\_\_  
Last Name \_\_\_\_\_ First Name \_\_\_\_\_ M.I. \_\_\_\_\_  
Birth Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Sex: M F Relationship to Member \_\_\_\_\_ Address Verified \_\_\_\_\_  
Last Name \_\_\_\_\_ First Name \_\_\_\_\_ M.I. \_\_\_\_\_  
Birth Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Sex: M F Relationship to Member \_\_\_\_\_ Address Verified \_\_\_\_\_

Date of Payment: \_\_\_\_/\_\_\_\_/\_\_\_\_

Membership Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Monthly EFT Fee: \_\_\_\_\_ Prorated Fee Until 1<sup>st</sup> Billing: \_\_\_\_\_

Payment Type: CASH CHECK (#\_\_\_\_) VISA MASTERCARD DISCOVER AMERICAN EXPRESS

Staff: \_\_\_\_\_

**Waiver and Release of All Claims and Assumption of Risk**

You are solely responsible for determining if you or your minor child/ward are physically fit and/or adequately skilled for the activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant, suffers from an underlying medical condition, takes medication, smokes, has a family history of coronary disease, or has recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity.

**Warning of Risk:** Cardiovascular and other fitness exercises including such items as passive/resistive weight training, use of stair climber, jogging, free weight and other training devices pose a substantial risk of serious injury, including death. Despite careful and proper preparation, instruction, medical advice and conditioning please understand that not all hazards and dangers can be foreseen. Participants must understand that certain risks, dangers and injuries due to acts of God, slipping, falling, equipment failure, failure in supervision/instruction, premises defects and all other circumstances inherent to recreational activities/program exist. Dependent upon a person's physical condition, age and skill level, aerobics and fitness exercises 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, circulatory problems.
2. Bone and joint injuries.
3. Back and neck injuries.

**Waiver and Release of All Claims and Assumption of Risk:** 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.

I recognize and acknowledge that there are certain risks of physical injury associated with participating in this program/activity, and I voluntarily agree to assume the full risk of any injuries, damages of loss, regardless of severity that my minor child/ward or I may sustain as a result of such participation. I fully understand and agree that all exercises including personal training sessions, aerobic activities, the use of weights, number of repetitions, and use of all machinery, equipment and apparatus designed for exercising shall be at my or my minor child/ward's sole risk. Notwithstanding any consultation or instruction on exercise programs, which may be provided by Bartlett Park District, it is hereby understood that the selection of exercise programs, methods and types of equipment shall be my or my minor child/ward's entire responsibility, and that Bartlett Park District, including its officials, employees, agents and volunteers (hereinafter collectively District) shall not be liable for any claims, demands, injuries, damages, or loss to person or property arising out of or in connection with the use of the services and facilities contemplated by this agreement.

I further agree to waive and relinquish all claims my minor child/ward or I may have or which may accrue to my minor child/ward or myself as a result of participation in this program/activity.

I do hereby fully release and forever discharge Bartlett Park District from any and all claims for injuries, damages or loss that I or my minor child/ward may have or which may accrue to me or my minor child/ward and arising out of, connected with or in any way associated with this program/activity.

I have read and fully understand the Waiver and Release of All Claims Assumption of Risk and Warning of Risk. If registering via fax, my facsimile signature shall substitute for and have the same legal effect as an original form signature. I also agree to the terms stated in this contract regarding membership policies and procedures.

(Print Name)

(Signature) Members 18 and older

(Date)

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## Membership Policies and Procedures

### EFT Agreement

I, \_\_\_\_\_ agree to allow my credit card or checking account to be automatically charged or debited each month for **LIFECENTER** Health & Fitness Club membership(s) in the amount of \$ \_\_\_\_\_

**Initials** \_\_\_\_\_

I understand that a monthly payment of \$ \_\_\_\_\_ will be charged or debited to my credit card or checking account on or about the 15<sup>th</sup> day, or after of each month. I understand that the monthly payments will begin during the month of \_\_\_\_\_ year \_\_\_\_\_

**Initials** \_\_\_\_\_

I understand that I will be notified by **LIFECENTER** Health & Fitness Club about any membership(s) fee increases. I understand and accept that the membership(s) fee increases will be automatically be charged to my credit card or debited from my checking account, therefore adjusting my monthly payment amount to the current annual rate accordingly.

**Initials** \_\_\_\_\_

I understand that I will not be able to cancel monthly payments until one (1) full year has lapsed from the time of membership processing and that it will perpetually renew every year until otherwise cancelled. Extenuating circumstances may be considered.

**Initials** \_\_\_\_\_

I understand that if I decide to cancel my membership that no more than 120 days can lapse before I renew and will be considered a new EFT. Upon return I will not be able to cancel monthly payments until one (1) full year has lapsed from the time of membership processing.

**Initials** \_\_\_\_\_

I understand that should the information on this form not be accurate, I will be contacted by phone and I agree that the amount will be adjusted according to the current annual rate. I understand that should this account be closed, it is my responsibility to contact the park district to fulfill my financial obligation of the membership.

**Initials** \_\_\_\_\_

I understand that the membership(s) payments will continue until I cancel my membership with a formal written request to the park district with at least a 30-day notice.

**Initials** \_\_\_\_\_

I understand that I am responsible for updating payment information if I change banks or credit card is lost/stolen/expired. A \$25 service fee will be charged if payment information isn't updated by the 15<sup>th</sup> of the month.

**Initials** \_\_\_\_\_

A \$25.00 service fee will be charged for each returned/refused transaction from the participant's account, or if a participant closes the recorded account without 30-day notice. The amount of the missed payment(s) plus the \$25.00 service charge is required within ten (10) days of notification (written or verbal).

**Initials** \_\_\_\_\_

### How did you hear about us?

- ☐ 7 Day Free Trial
- ☐ Email/Newsletter
- ☐ Website/Search Engine
- ☐ Social Media
- ☐ Family or Friend
- ☐ Other

**Medical Examination:** All members are strongly encouraged to have a complete physical examination by a medical doctor before beginning an exercise program or strenuous new activity.

**Cancellation of Membership:** Annual and/or EFT Memberships may be considered for cancellation. Memberships will not be cancelled or extended for lack of facility use.

Annual Memberships may be cancelled for the following reasons:

- Upon written advice of physician (*a note from physician must be provided*)
- Moving permanently more than 25 miles from **LIFECENTER** Health and Fitness Club (*new drivers license, utility bill with new address, sale papers or new lease must be provided*)

**EFT Memberships may ONLY** be cancelled after the first full year of Membership.

A minimum of a 30-day notice is required for all cancellations. Cancellations must be completed online at [lifecenterfitness.org](http://lifecenterfitness.org).

**Renewal Policies:** Annual Memberships will be sent a renewal application via email or mail 5-10 days prior to the month of the membership expiration. To complete the renewal process the member must complete and return this renewal application to **LIFECENTER** front desk.

**EFT memberships will automatically renew.** The monthly deduction will be adjusted if there is a change in membership price.

**Dues and Other Charges:** The Bartlett Park District Board of Commissioners shall determine the amount and terms of payment of dues. Dues may be paid in full for the 12-month period. Dues may also be payable monthly via EFT on or about the 15<sup>th</sup> of the month.

**Membership Credit and Transfers:** Only *Annual Memberships* may be considered for credit.

Membership Transfer:

- Memberships may *NOT* be transferred from family member to family member.

**Maintenance Closure:** As part of our annual preventative maintenance program, **LIFECENTER** will close for a maximum of 2 weeks. This closure is figured into the membership fee schedule; therefore no adjustments will be made to memberships for closures less than the scheduled two weeks.

Should any information you list on the Member Information form be inaccurate (residency, family members, etc.), the manager will review the membership and additional fees may be required or the rights of membership may be revoked without refund.

Membership ID card must be presented for admission. If ID card is not presented, the standard daily admission fee must be paid. No refunds will be granted to the pass holder as a result.

I have read and fully understand the Waiver and Release of All Claims Assumption of Risk and Warning of Risk. If registering via fax, my facsimile signature shall substitute for and have the same legal effect as an original form signature. I also agree to the terms stated in this contract regarding membership policies and procedures.

**Print Name:** \_\_\_\_\_

**Sign:** \_\_\_\_\_

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

**Rules/Etiquette and Facility Conduct Policy:** All members will abide by **LIFECENTER** Rule/Etiquette and Facility Conduct Policy posted. We reserve the right to terminate the membership of any member who is not complying with our rule/etiquette and facility conduct policies. If a membership is terminated and was paid in full, any unused time will be refunded.

### Rules and Etiquette

- Appropriate attire must be worn at all times while using workout equipment. Athletic shirts, athletic pants/shorts, and closed-toe/closed-heel athletic shoes are required. Jeans, scrubs, open-toe shoes, and boots are strictly prohibited.
- Store bags, jackets, and large personal items in a locker. These items are not permitted on the fitness floor due to potential safety hazards.
- Limit the use of perfume and cologne.
- Wipe down equipment after each use.
- Carry a workout towel with you.
- Do not spit in the drinking fountain.
- Use the fitness equipment as it is intended to be used.
- Ask for assistance if you do not know how to use equipment.
- All weights must be controlled to the floor at all times. Slamming or dropping weight stacks, barbells, plates, or dumbbells is prohibited. Stay in control of the equipment from start to finish.
- Use of weight clips/collars is mandatory for all plate-loaded free weight lifts.
- Always use a spotter for heavy lifting.
- When lifting weights, ask if you may "work in," and allow others to "work in" with you.
- Do not sit on machines and tie up the piece of equipment when you are between sets.
- Be aware of others around you.
- Re-rack weights, return all other equipment and accessories to their proper locations.
- Please notify a **LIFECENTER** Front Desk Attendant of any faulty or unsafe equipment.
- Cell phone use is permitted only for listening to music. Refrain from talking on cell phones while on fitness floor. Cell phone use is prohibited in all of the Community Center's locker rooms and restrooms.
- Only Nationally Certified **LIFECENTER** trainers and instructors may provide Personal Training, sport instruction, fitness instruction, or coaching in **LIFECENTER**. No exceptions.
- Refrain from using loud, foul, or slanderous language.
- Work out at your own fitness level.

### Facility Conduct Policy

- You must be involved in a program or activity to remain in this building, no loitering.
- Children under the age of 9 may not be left unsupervised in this facility.
- Show respect to all participants and staff.
- Show good citizenship by respecting equipment, supplies and the facility.
- Be responsible by exercising self-control and refrain from causing bodily harm to other participants and staff.
- Facility users who do not conduct themselves in a proper manner, or do not follow the Facility Conduct Policy will be removed from the facility and grounds. Repeated improper conduct will result in loss of facility privileges.

I have read the preceding **LIFECENTER** Rules and Etiquette and Facility Conduct Policy and I agree to follow the rules and policy at all times. Failure to follow the above stated rules and policy will result in suspension of membership and even termination of my **LIFECENTER** membership

Print Name: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_