

PHELPS COMMUNITY CENTER, INC. ("PCC")

FITNESS CENTER MEMBERSHIP CONTRACT

Member Name: _____ Male Female D.O.B. ___/___/___ # _____

Member Name: _____ Male Female D.O.B. ___/___/___ # _____

Member Name: _____ Male Female D.O.B. ___/___/___ # _____

Member Name: _____ Male Female D.O.B. ___/___/___ # _____

School District _____ Emergency Contact: _____

Address: _____ Relationship: _____

City: _____ Zip _____ Emergency Phone: (_____) _____

Phone: (_____) _____ E-mail: _____

Email address will only be used for information regarding PCC

Are you a Silver & Fit Member? Check box if Yes Insurance Card Number _____

Membership Fees/Payment Options

Membership Package: _____ Membership Type: _____

Amount Due: _____

PAYMENT OPTIONS: 1) Annual Payment in Full Cash Check # _____ Master Card/Visa/Discover

2) Direct Monthly payment available for annual memberships only (Complete Authorization Form)

CONTRACT DATES FROM ___/___/___ TO: ___/___/___

MEMBERSHIP AGREEMENT

1. The member understands and agrees to be bound by the rules and regulations of PCC, Inc. as they may be amended or supplemented in the future.
2. PCC reserves the right to close the Center for lack of staff, maintenance, athletics, and special events, as needed.
3. **Member's Health Warranty:** Member and buyer warrants and represents that the member has no disability, impairment, or ailment preventing him/her from engaging in active or passive exercise or that will be detrimental or inimical to his/her health, safety, or physical condition if he/she does so engage or participate. This representation is made by the Member knowing that PCC will rely upon same in respect to issuance of this Membership Contract.
4. **Indemnity Agreement:** Members assume all risks of personal injury and/or property damage as a result of their use of the PCC. Members agree to indemnify and hold harmless the PCC and the Village of Phelps, its officers, agents, and employees from all claims, liability, or demand of any kind or account of any personal injury, property damage, or other damage arising out of and/or participation in use of the PCC and its facilities. Members (and other members under family membership) have signed the attached Phelps Community Center Participation Consent Form, Waiver, Release, and Indemnity Agreement.
5. **Students between 12 and 15 years age may use the Fitness Center only under the supervision of a parent, parent must be a member.**
6. **Students 16 and over must have a parent or legal guardian sign the waiver on the back of this form.**
7. Members are responsible for their own property and PCC and/or the Village of Phelps have no responsibility for theft or damage.
8. Fees are subject to review and change and may be changed with 60 days notice to current members.
9. **When a student has graduated from high school or reaches the age of 18, he/she assumes the individual or college rate specified in the Payment Schedule.**
10. **Returned check:** If any check to PCC is not honored, a \$30 service charge will be administered plus the original payment.
11. Notice is hereby given that PCC and the Village of Phelps do not provide medical or health related expense reimbursement for injuries sustained by participants. Any injuries should be submitted to your family/individual medical insurance carrier. The Village of Phelps and PCC, Inc. staff/volunteers will not be held liable for any accidents.
12. If membership keytag is lost their will be \$15 charge to replace it.

Signature of Member: _____ Date: _____

Signature of PCC Fitness Coordinator: _____ Date: _____

Rev. 12/20/11

PHELPS COMMUNITY CENTER

PARTICIPATION CONSENT FORM, WAIVER, RELEASE, AND INDEMNITY AGREEMENT

The facilities and instruction offered by the Phelps community Center (hereinafter "PCC") have been established to provide the optimum level for beneficial exercise and enjoyment without compromising the health and safety of those who utilize the PCC facilities and/or participate in the PCC's activities. Because of the risks which characterize any exercise activity, and due to the nature of the programs made available in the PCC, and the equipment which is an integral part of some of the programs, there is an inherent risk of injury in the performance of any exercise activity in the PCC and use of the facilities at the PCC.

The undersigned, for myself and each sponsored dependent/child, assume full responsibility for death, or any injuries or damages which may occur to me, my guests or sponsored dependents/children, in, on, or about the premises of the PCC and do hereby fully and forever release and discharge the PCC and the Village of Phelps, its officers, employees, volunteers, representatives, agents and staff, from any and all suits, claims, damages, costs and expenses of every kind, in conjunction with the use of the PCC and equipment thereof, except that arising out of the sole gross negligence or willful misconduct of the PCC and the Village of Phelps. In addition, the undersigned agrees to indemnify and hold harmless the PCC and the Village of Phelps, its officers, employees, volunteers, representatives, agents and staff from any and all suits, claims, damages, costs and expenses of every kind that the undersigned and/or the undersigned's sponsored dependents, children and guests may have against PCC or the Village of Phelps, in conjunction with the use of the facility and equipment at PCC.

The undersigned, for myself, and each sponsored dependent/child, further agree to use all equipment and activity areas properly and leave them in good condition, and assume total liability and agree to reimburse the PCC and the Village of Phelps for all damages incurred through the misuse of any facility area and/or equipment thereof. I also understand that the Village of Phelps and the PCC are not responsible for any lost or stolen personal belongings.

The undersigned has received a copy of the PCC's Rules and Regulations and understand there are limitations to my membership as outlined in the Rules and Regulations. The undersigned undertakes to explain the Rules and Regulations to each sponsored dependent/child and to assure their compliance with them.

The undersigned, for myself and each sponsored dependent/child, desire to voluntarily engage in an exercise program at the PCC to improve physical fitness. I understand medical clearance is recommended before beginning an exercise program. Consultation with my physician to gain clearance to begin a fitness program is my responsibility, both for myself and for my sponsored dependents/children, and highly recommended.

The undersigned has read this form and understands it and the nature of the PCC activities and programs. I understand that by signed this form I am giving up certain legal rights. My questions have been answered to my satisfaction.

The undersigned certify that the information I have given in my application for membership is complete and accurate. I have provided complete and current contact information. I agree that in the event of an emergency where I cannot be reached, emergency medical treatment may be provided to my sponsored dependent/children.

By my signature below, I agree to the provisions of this Release of Liability Waiver for myself and each sponsored dependent, child, guest and their respective heirs and assigns, intending to be legally bound by this Agreement.

Applicant's Signature: _____

Date: _____

Parent or Legal Guardian Signature: _____

Date: _____

BUYER'S RIGHT TO CANCEL

THIS CONTRACT MAY BE CANCELLED WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS FROM THIS DATE: _____. **Notice of cancellation shall be in writing by the buyer and mailed to Phelps Community Center, 8 Banta Street, Suite 100, Phelps, N.Y. 14532. All moneys shall be refunded within 30 business days of receipt of such notice of cancellation (Minus a \$5 Administrative Fee).**