

WIN-E-MAC SCHOOL DISTRICT

Aaron Cook, Superintendent

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Erskine, MN 56535

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Member Agreement

Agreement made on _____ (date)

First Name: _____ Last Name: _____

Address: _____

Occupation: _____ Employer: _____

Telephone: Home: _____ Work: _____ *Mobile: _____

Email: _____

Driver's License No: _____

Emergency Contact: First Name: _____ Last Name: _____

Phone: _____ Relationship: _____

WEM Fitness Center

- The WEM District owns and operates a WEM Fitness® center at the above location. You have applied for a key card to the Center and your application has been accepted.
- Your initial usage term will be for the period commencing on the Start Date and end in August every year. If you call and terminate your card we request a 30 day notice in writing. This is an ongoing use agreement. The agreement will continue until either you or the school terminate it in the way described in the agreement.
- During the Initial Term and any Continuing application period you agree to pay the maintenance fee of \$75 in August, on an annual basis in accordance with the terms of this Agreement.

I have read and understood the Terms and Conditions of my membership and agree to the same.

Member Signature: _____ Date: ____/____/____

Member Terms and Conditions

1. A \$75.00 Maintenance fee for the Fitness Center.
2. You acknowledge and agree that:
 - a. You have 10 days to cancel your membership during the Initial Term except in the circumstances set out below under the paragraph headed "Cancellation". After that date, your fee is nonrefundable.
 - b. In August, you will be contacted to renew your fee of \$75. If this is not done, your card will be deactivated on Sept. 15th.
3. **Privacy:** The personal information that we collect from you (including your name and address, maybe driver's license number and other information about you has been collected for the primary purpose of facilitating the provision of our services to you. You agree that we may also disclose your personal information to law enforcement as required or authorized by law. The information will be stored with Supt. Office used for internal administrative purposes.
4. **Rules:** You agree to abide by all the rules and regulations set up for use of the Fitness Center and school that you visit. The Center is available to the public anytime **except from 8:00 – 3:30 during school days.**
5. **Payments:** Unless cancelled as provided in this Agreement, you will be responsible for all payments due and owing under this Agreement, even if you do not use our facilities and services. However, in the event of death or disability, liability for fees will terminate as of the date of death or disability. If the School facility becomes temporarily unavailable due to an event such as a fire, flood, loss of lease, or the like, we will extend your membership privileges for the period the facilities were unavailable.
6. **Security:** The school premises are under 24-hour camera surveillance. Whether you are working out, entering/leaving the building/dressing rooms, your activities are recorded. This video system is used for security purposes. The surveillance system does not protect you from harm in or on the building premises. You must use caution when entering or leaving the building. Do not allow access to individuals who knock on the door; doing so may put you at risk for injury or harm, and could result in you losing your key privileges. The school doors are equipped with panic buttons for easy exit.

7. Member Assumption of Risk and Release: You understand and accept the risk of injury from school activities and using any school equipment is significant, including the potential for permanent injury and death, you knowingly and freely assume all such risks, both known and unknown. You acknowledge that this is an unsupervised fitness center and you assume all risks associated with using exercise equipment and exercising alone without the aid and presence of school staff on the premises. You understand that WEM Fitness® is a trademark of the school and is independently operated by the school for the community. You hereby release, indemnify, and hold harmless the WEM school, their respective owners, officers, affiliates, agents and employees, other participants, sponsoring agencies, sponsors, advertisers and, if applicable, owners and lessors of premises used to conduct any sponsored event with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the releases or otherwise, that may arise out of or in connection with your use of the equipment or the facilities of the Center or any incident that occurs while using the Center's facilities or engaging in Center activities on or off the premises or otherwise related to your key activation. You expressly agree that the release is intended to be as broad and inclusive as permitted by the laws of the state in which the Center is located and if a portion of this release is held invalid, the balance shall remain in full force and effect. This release shall apply to your heirs and assigns and in the case of a family membership, to any minor included in your fee and on whose behalf you hereby sign as parent/guardian. You will be responsible for all damages of property/equipment and liable for costs to make whole for misuse. You understand that the Center is relying on this release in agreeing to enter into this Agreement.

8. Minors: As parent and/or guardian of a minor, you hereby agree to be fully responsible for any and all actions, damages, injuries, or loss to property or person, performed by the minor with or without your supervision in the school and fitness center. You further agree that any breach of the Center's policies on the minor's part may constitute loss of minors and/or your use privileges. Any minor under the age of 18 or still in high school must have an adult supervisor attending with the minor.

9. Warranty: You warrant that all information that you have provided to us is accurate and true. You further warrant and represent that you do not have any medical or mental condition or disability; or disease, which could become worse during exercise or result in damage to your health if you exercise or engage in any physical activity at the Fitness Center.

10. Loss of card: If your card is lost or stolen, you must call and cancel your activation immediately. You are responsible for any or all people using your card. Any deviation will be a reason to cancel. All new key cards will be charged \$10.

11. Safety Notices:

- The Fitness Center is under **24-hour recorded video surveillance** and your member access card usage is logged.
- You must not bring in guests at any time without the prior written consent of the Center's staff. If this policy is violated, at our sole discretion, your membership may be suspended or cancelled. If your Key is cancelled pursuant to this clause, then we may charge you a \$75 new maintenance fee. You are responsible.
- You must not allow anyone else to use your access card and must alert the Fitness Center immediately if it is lost or stolen. Violating this policy carries the same consequences as violating the guest policy.
- If you do not have your key access card you will not be allowed into the Fitness Center. During non-staffed hours you should not expect or ask anyone else to let you into the Center.
- You have access to a free orientation to the facility by our staff and the proper use of its equipment.
- It is your responsibility to wipe down the equipment and un-rack and re-rack the weights you use.
- You must use the safety features of the equipment. If you are unsure of how to use a machine, you should obtain instructions from the staff or personal trainers.
- You are responsible for understanding how to operate the panic alarms and agree to use them only in case of an emergency. • Horseplay, vulgar language, abuse of the equipment, working out while intoxicated, or other inappropriate behavior will not be tolerated and may result in the suspension or cancellation of your membership.
- Photography and/or videography are not allowed anywhere in the Center.
- Age Requirements - Persons under the age of 18 are not permitted in the Center unsupervised. Young children will not be roaming the halls or allowed to be in the Fitness room. After you graduate, persons will be responsible to pay their own fee for a key card. Key cards can not be used by other adults in the family.

12. Maintenance of Facilities: The Center may be temporarily closed for periods of up to two weeks each year for maintenance purposes. You are responsible to put your trash or refreshment containers in the garbage. Cleanup is your responsibility.

13. Ongoing Agreement: This is an ongoing maintenance agreement. The agreement will continue until either you or the school terminate it in the way described in the agreement. If you terminate the agreement or stop the arrangement in a manner not described in the agreement, then you may be liable to the fitness center damages for breach of contract.

**Aaron Cook, Superintendent
Win-E-Mac Public School**