

**School District of Tigerton
Fitness Center Membership Agreement**

Member's Name (at least 16 years of age) _____ Spouse _____

Youth Names and Ages (6th grade* and above) _____

_____ Email address _____

Address _____ City _____ Zip _____ Phone _____

Fee Schedule:

- Membership cost is \$40/year for an adult, \$25/year for senior citizens (55 and older), \$75/year for families, and \$5/ month for anyone.
- Non-District members (those residing outside of the Tigerton School District) have an additional fee of \$25 added to a yearly membership and a \$5 fee added to a monthly membership.

Membership Plan: Annual: Resident Single Family Senior Month-to-Month Individual
Non Res. Single Family Senior Month-to-Month Individual

Start Date: _____ End Date: _____ Amount Paid: _____

MEMBER AGREEMENT _____ (MEMBER INITIALS)

NO CASH REFUNDS. Once this agreement has been accepted by the School District of Tigerton, this Agreement becomes a legally, binding, non-cancelable obligation due by the undersigned. If the undersigned fails to make any payment membership may be immediately terminated. If a collection service or legal services are needed to collect the unpaid membership, the undersigned is responsible for those costs and any and all additional costs incurred related to such services.

RELEASE OF LIABILITY _____ (MEMBER INITIALS)

In consideration of being allowed to participate in the use of the Fitness Center and its equipment at the School District of Tigerton, in addition to the payment of any fee or charge, I hereby waive and release the School District of Tigerton and its officers, agents, employees, representatives and others at the School District of Tigerton from any and all responsibilities, liabilities or claims from injuries or diseases which are the result of negligence arising out of or in connection with my participation in use of the Fitness Center and its equipment. This release does not preclude claims based on reckless or intentional conduct.

I acknowledge that I have had the opportunity to bargain and discuss the terms of this agreement. I assume any and all risks due to my participation in this activity and acknowledge that my participation can place me at risk of bodily injury or death. I acknowledge that this is a voluntary activity on my own time. I understand the terms and conditions of this release and sign voluntarily.

HOURS OF OPERATION _____ (MEMBER INITIALS)

Member understands and agrees that this is an unsupervised fitness center which may be accessed by member during the hours of 4:00 a.m. until 10:00 p.m. every day of the week. Member acknowledges that at times there will be no employee on site to provide assistance in using the equipment. In recognition of the possible danger connected with any physical activity, member hereby knowingly and voluntarily waives any right or cause of action now or hereafter, of any kind whatsoever, arising from the use of the School

* 6th grade is considered the first day of their 6th grade school year

District of Tigerton fitness center or its equipment from which any liability may or could accrue to the School District of Tigerton. Member will reimburse for any damages he/she, or a family member thereof, may cause to the equipment and/or the physical infrastructure of the facility. Member also understands misuse or abuse of equipment and facilities of the School District of Tigerton or other misconduct as determined by the School District may cause suspension or termination of his/her membership.

Member understands and agrees that school use of the fitness center will receive preference. Times that the fitness center will be unavailable, due to school use, will normally be posted in advance.

FAMILY MEMBERSHIP INDEMNIFICATION _____ (MEMBER INITIALS)

If this is a family membership application, the undersigned agrees that each member of his/her family to be covered has agreed to also assume the risk of injury as stated above and the undersigned will indemnify and hold harmless the School District of Tigerton, its employees and agents, from any such claims for injury and damages brought by such family member.

Minor family members (children ages 6th grade-15 years) must be accompanied by a parent/guardian when using the School District of Tigerton fitness center for non-school purposes. Children who have not yet started their 6th grade year will not be allowed to use the fitness center facilities.

CANCELLATION AND REFUNDS _____ (MEMBER INITIALS)

If the facilities or services that are described in this agreement are not available at the time member signs this Agreement, member has until midnight of the 3rd day after the day on which member received notice of availability to cancel this agreement. If within this time period member decides he/she wants to cancel this agreement, member may do so by notifying the School District of Tigerton by a writing mailed or delivered to the School District of Tigerton at the address shown on this agreement, within the previously described time period. If member does so cancel, any payments made by member, less a user fee of no more than \$3 per day of actual use, will be refunded within 21 days after notice of cancellation is delivered, and any evidence of any indebtedness executed by member will be cancelled.

DEATH/DISABILITY CLAUSE _____ (MEMBER INITIALS)

If member is unable to make use of the School District of Tigerton fitness center services contracted for because of death or disability the member is liable for only that portion of the total consideration proportional to the elapsed time portion of this Agreement at the time of death or disability.

Member Signature (or on behalf of Family membership)

Date

Name of Family Member

Name of Family Member

Name of Family Member

Name of Family Member

School District of Tigerton

Title

* 6th grade is considered the first day of their 6th grade school year

**School District of Tigerton
Fitness Center
213 Spaulding Street
Tigerton, WI 54486**

The School District of Tigerton Fitness Center has cardiovascular and toning/strengthening pieces of equipment for use from 4:00 a.m. until 10:00 p.m. every day of the week. The School District of Tigerton encourages members to utilize the center in pairs/groups. The facility has been designed to give users a high end facility to use with flexible hours and low membership fees. Your cooperation in using the equipment properly, keeping your workout area clean and respecting the facility would be greatly appreciated and will help keep membership fees down.

The facility is under 24 hour electronic surveillance and records members entering and leaving the facility. Please help us keep this facility a high quality, low fee facility for the health and enjoyment of our users.

Rules for Fitness Center Operation

- Each user must swipe his/her key fob. Access key fobs must be used by the registered member(s) only. Fobs may not be shared. Anyone found using someone else's fob will be asked to leave the facility. This could also warrant suspension or termination of the membership.
- Access fobs that are lost, stolen or damaged require a \$10 replacement fee for a new key fob.
- Members ages 6th grade-15 years may use the facility only if accompanied by a parent/guardian.
- Membership entitles you to access the fitness center and restrooms; all other areas of the school are off limits unless specifically open and supervised.
- Use the equipment properly. Please return weights and plates to respective racks when you complete your workout.
- **Spotters are REQUIRED for anyone wishing to use free weights.**
- Proper workout attire is required – including clean athletic shoes and clothing (no dress shoes, boots or sandals). Please carry in your athletic shoes to ensure a clean fitness center.
- Sanitize all machines and equipment including weight benches after use.
- Please report any damage or unusual activity immediately to 715-535-4041 or in case of an emergency please call 911.
- Failure to follow the rules and/or misuse of the equipment or facility may result in discontinued fitness center use (temporary or permanent) and/or repair costs.

Please sign below to verify that you have received an orientation on the fitness center, the equipment in the center as well as the rules for the fitness center operation.

** 6th grade is considered the first day of their 6th grade school year*