

La Harpe Fitness Center Membership Agreement

Date: _____

Primary Member ID: _____

Last Name	Middle Initial	First Name	Driver's License
Present Address	City	State	Zip
Birthdate: M/D/Y			
Home Phone	Work Phone		Cell Phone
Email	In Case of Emergency		Emergency Phone
Employer	Occupation		Key FOB #

Family Members with Access to the La Harpe Fitness Center

(Includes children 17 and under who live in member's home)

(Children under the age of 14 must be accompanied by a parent at all times.)

Spouse	Child	Child	Child
Birthday: ___ / ___ / ___ _____ <input type="checkbox"/> Male <input type="checkbox"/> Female	Birthday: ___ / ___ / ___ _____ <input type="checkbox"/> Male <input type="checkbox"/> Female	Birthday: ___ / ___ / ___ _____ <input type="checkbox"/> Male <input type="checkbox"/> Female	Birthday: ___ / ___ / ___ _____ <input type="checkbox"/> Male <input type="checkbox"/> Female

Membership Terms and Fees:

- Annual payment of \$ _____
(prorated if joining in the middle of calendar year)
- Monthly payment of \$ _____
- Key Fob Deposit \$ _____
(Refunded upon proper surrender of key fob)
- Amount Paid \$ _____

Membership Begins ___ / ___ / ___

- Utility Acct No. _____
- Check No. _____

The City of La Harpe (La Harpe) hereby sells to you, and you hereby purchase from La Harpe a membership to the La Harpe Fitness Center (the Fitness Center). I understand and agree that this membership will begin as of the date of this Agreement and will run through December 31 of this year. Thereafter, this membership will automatically renew on January 1 of each succeeding year unless I give La Harpe 30 days written notice of my intent to cancel my membership.

I certify that the member information contained in this Agreement is true and correct; that I have read and understand the terms of this Membership Agreement, the attached Membership Agreement Terms of Membership (Addendum A), and the Release and Waiver (Addendum B); and that I agree to abide by the terms thereof and by all rules of the La Harpe Fitness Center.

_____/_____/_____

City of La Harpe

_____/_____/_____

Member

**La Harpe Fitness Center Membership Agreement
Terms of Membership**

ADDENDUM A

Membership: Membership is open to any resident of Allen County. Membership entitles you, your legal spouse, and any child 17 years and younger who resides in your home to access and use the Fitness Center's facilities. **Member's spouse must sign the Waiver and Release (Addendum B) before the membership will be activated.**

MEMBERSHIP DUES: Members who are La Harpe utility customers may elect to have membership fees and dues added to their monthly utility bills. Members who are not La Harpe utility customers or who opt out of the utility billing option will receive statements for membership dues and fees by either an electronic email statement or by a mailed hard copy statement. Mailed hard copy statements will be assessed a \$2.00 per statement fee. Payments made by credit card will have a 2.5% processing fee assessed for each credit card charge. La Harpe may increase membership dues and fees at any membership renewal date. La Harpe shall notify members of any increase in dues or fees in writing no later than January 31 of the renewal year. Such notification shall be made by first class mail and will be deemed effective when deposited with the U.S. Post Office.

BILLINGS AND UNPAID BALANCES: Statements are mailed on the second to last business day of each month and are payable on or before the 10th of each month. All unpaid balances after the 10th of the month will be assessed a 10% late fee. Any balance over 30 days past due will result in automatic suspension of the membership privileges without further notice until the account is brought current. La Harpe shall have the right to turn over delinquent accounts to an attorney or collection agency for collection. Member agrees to pay, as allowed by law, any collection fees or costs, including attorney's fees, which La Harpe incurs in collecting any delinquent account.

RETURNED CHECKS: La Harpe will assess a service charge of \$32.50 for any dishonored or returned check.

RULES AND REGULATIONS: La Harpe may amend the membership rules and the Fitness Center rules and regulations at any time. Member agrees to abide by all membership rules and Fitness Center rules and regulations which may be posted at the Fitness Center, published in a newsletter to members, or posted to La Harpe's Website. La Harpe may suspend a member's membership privileges for violation of membership or Fitness Center rules and regulations.

KEY FOBS: Members will be assigned one key fob per membership that will allow entrance to the Fitness Center by scanning the key fob at the front door of the Fitness Center. La Harpe may electronically track and monitor a member's usage of their key fob. Key fobs may not be shared or given to a nonmember to use and use of a key fob by an unauthorized person may result in the suspension of the member's membership privileges. A \$10.00 refundable deposit for the key fob is payable upon applying for membership. The deposit will be forfeited against any delinquent membership dues or if the key fob is not returned in good condition within 30 days of terminating membership. A \$10.00 fee will be charged for any lost or damaged key fob.

INFORMATION: Announcements, changes in membership rules, events, and other updates regarding the Fitness Center will be available on La Harpe's website at www.cityofLaHarpe.org.

PERSONAL PROPERTY: La Harpe is not responsible for any personal property that is brought to the Fitness Center. A lost and found box will be maintained as a convenience to members.

ATTIRE: Members shall wear appropriate clothing when using the Fitness Center's facilities. Clean gym shoes are required to use the Fitness Center's facilities. No street shoes will be allowed on any of the Fitness Center floors.

FITNESS CENTER HOURS: La Harpe may establish the Fitness Center's hours of usage at its discretion. Specifically, La Harpe may close usage of the Fitness Center if other events are scheduled at the City Hall facility.

Member's Printed Name

Member's Signature

Date

**La Harpe Fitness Center Membership Agreement
Waiver & Release**

Addendum B

IMPORTANT INFORMATION: La Harpe Fitness Center requires that all participants follow safety rules and instructions that are designed to protect the participant's safety. However, participants must recognize that there is an inherent risk of injury when choosing to participate in Fitness Center activities. You are solely responsible for determining if you are physically fit and/or adequately skilled for Fitness Center activities. It is always advisable, especially if the participant is pregnant, suffers from an underlining medical condition, takes medication, smokes cigarettes, has a family history of coronary disease, or has recently suffered an illness, injury, or impairment, to consult a physician before undertaking any Fitness Center activity.

WARNING OF RISK: Aerobic and other Fitness Center 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, and conditioning, there is still a risk of serious injury. All hazard 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. Depending upon a person's physical condition, age, and/or skill level, Fitness Center 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: (i) heart attack, stroke and circulatory problems, (ii) bone and joint injuries, (iii) back and neck injuries, (iv) shin splints, (v) muscle strain and other muscle injuries, and (vi) foot problems.

MEDICAL EXAMINATION: All participants are strongly encouraged to have a complete physical examination by a medical doctor prior to beginning any Fitness Center activity. If a participant has a history of heart disease, they should consult a physician before participating in any Fitness Center activity.

ASSUMPTION OF RISK AND WAIVER AND GENERAL RELEASE OF ALL CLAIMS

Please read this form carefully and be aware that in participating in any Fitness Center activity, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages, or loss which you might sustain as a result of participating in any and all activities connected and associated with any Fitness Center activities.

I, for myself and my minor children who use the Fitness Center under my membership (collectively "I") recognize and acknowledge that there are certain risks of physical injury to participants in any Fitness Center activities, and I voluntarily agree to assume the full risk of any and all injuries, damages, or loss, regardless of severity, that I may sustain as a result of my participation.

As a material inducement for La Harpe to grant me membership to use the Fitness Center, its facilities, and equipment, I, hereby waive and hold La Harpe harmless for any and all claims and damages, (including legal fees), present or future, foreseen or unforeseen, anticipated or unanticipated (collectively Claims) I may have, or that may accrue, against La Harpe, including its officers, representatives, employees, and agents, and generally release La Harpe from any and all such Claims, including but not limited to those involving: (i) participating in any supervised or unsupervised Fitness Center activities, (ii) use of any Fitness Center equipment, (iii) any loss or theft of personal property, and (iv) accidental injuries, such as "slip and fall" injuries within the Fitness Center.

I have read and fully understand the above Important Information, Warning of Risk, Assumption of Risk and Waiver and General Release of All Claims.

Printed Name

Signature

Date