­­­­­­FITNESS MEMBERSHIP APPLICATION

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Assigned Door Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Last Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State:\_\_\_\_\_\_\_\_\_ Zip\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Did a member refer you to Talmadge? YES NO

If yes, please provide their name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Membership Options:** Please Select. **\*\*Memberships Are Non-Transferrable and Non-Refundable.\*\***

* Adult (18 & Older) - $20/ month
* Couples (18 & Older) - $40/month
* Adult with Teen (One Adult w/ up to 1 Dependent ages 13-17) - $30/month
* Family (Two Adults w/ up to 2 Dependents ages 13-17) - $60.00/month
* Teens (13-17 with adult membership) - $10/month

**Additional Members:**

Second Adult: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dependent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dependent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PHOTO RELEASE AGREEMENT**

The Talmadge Fitness and Wellness Center desires to share the value of our facility with the community. From time to time, staff at the Talmadge Fitness and Wellness Center takes pictures or videos of people using Talmadge Fitness and Wellness Center equipment or participating in group exercises and activities. By signing below, you are acknowledging that you understand that those images are only used for Talmadge Fitness and Wellness Center promotional and communication purposes, and that Talmadge Fitness and Wellness Center does not sell the images to others. You are also acknowledging that the Talmadge Fitness and Wellness Center is the sole owner of such images or recordings and I understand that I will not receive compensation for their use.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MEMBERSHIP TERMS & CONDITIONS

*Please initial beside each item as a sign of agreeance to each statement. Each adult (18 and older) on a membership plan should read and initial in each section.*

***General Terms and Conditions:***

\_\_\_\_\_ \_\_\_\_\_ I understand that I am signing a 12-month contract with Talmadge Fitness & Wellness Complex.

\_\_\_\_\_ \_\_\_\_\_ I agree to comply with all rules of membership related to open hours, use of facilities, personal door codes

and my own personal conduct.

\_\_\_\_\_ \_\_\_\_\_ I understand that Talmadge Fitness & Wellness Complex will inform me accordingly of any changes to

the rules.

\_\_\_\_\_ \_\_\_\_\_ I understand that Talmadge Fitness & Wellness Complex has the authority to enforce all terms and

conditions of this agreement *at any date* and that my membership may be terminated if I am in breach of

any rules set forth.

***Release and Indemnity:***

\_\_\_\_\_ \_\_\_\_\_ I state that I am in good physical health with no medical restrictions or physical limitations.

\_\_\_\_\_ \_\_\_\_\_ I understand that I participate at my sole risk and responsibility.

\_\_\_\_\_ \_\_\_\_\_ I accept FULL responsibility for myself and FULL responsibility for my guest (if applicable) as I/we

 participate in the activities and/or use the exercise equipment.

\_\_\_\_\_ \_\_\_\_\_ I acknowledge and assume any and all risks involved in individual exercise and other related activities

 requiring physical exertion.

\_\_\_\_\_ \_\_\_\_\_ I will notify staff ***immediately*** if I injure myself (or another) in any way while I am on the property.

***Fees and Charges:***

\_\_\_\_\_ \_\_\_\_\_ I understand that a $35 Administrative Fee will be added to my account if I fail to pay any fees or dues or

***if any payment or check is returned unpaid***.

\_\_\_\_\_ \_\_\_\_\_ I agree to immediately contact the Fitness Manager of any changes to my member details (i.e. automatic

payment or contact info, etc.)

\_\_\_\_\_ \_\_\_\_\_ I understand that the Talmadge Fitness & Wellness Complex may turn my account over to a third-party

collection company if my dues and fees go unpaid for more than 30 days.

\_\_\_\_\_ \_\_\_\_\_ I agree to pay a 1-DAY guest pass fee of $5 per guest, per day.

***Cancelation Policy:***

\_\_\_\_\_ \_\_\_\_\_ I understand that the Talmadge Fitness & Wellness Complex provides a cancel at any time, for any reason

membership policy. However, it is required that I pay a cancelation fee of 50% of the remaining balance

for yearly memberships.

\_\_\_\_\_ \_\_\_\_\_ I understand that I must submit a Cancelation Form at least one (1) month prior to cancelation of my

membership.

\_\_\_\_\_ \_\_\_\_\_ I understand that I may cancel my membership *without penalty* if it falls within the following guidelines:

* + - I have a doctor’s note stating that exercise will be detrimental to my health if continued.
		- I am moving permanently out of the area (minimum of 25 miles from facility). Proof of relocation is required: ex. utility bill, tax bill, etc.
		- Sudden loss of employment. Termination proof is required. Resignations do not apply.

***Note: No cancellation will be effected until the appropriate proof is provided and received.***

***Holding My Membership:***

\_\_\_\_\_ \_\_\_\_\_ I understand that my membership may be placed on hold temporarily if it falls under the following

guidelines: (All other acceptable reasoning will be determined by the Administration of the Talmadge Fitness and Wellness Complex)

1. Temporary injury or illness. Proof from a doctor or other qualified medical practitioner is required.
2. High-Risk Pregnancy. Medically necessary proof is required from member’s OB/GYN doctor.
3. Traveling for 30 consecutive days or more. Proof of travel must be provided (i.e. hotel bills, plain tickets, etc.)
4. ***Note: No hold will be effected until the appropriate proof is provided and received.***

RULES & REGULATIONS

* No refunds will be issued for membership cancelation and are not transferable.
* No inappropriate conduct is permitted or tolerated. Any member, their guest, or minor child who conducts themselves in an unbecoming manner or who knowingly violates any of the membership rules may be denied service or access to the Complex. Such conduct includes, but is not limited to: using loud, offensive, abusive, insulting, demeaning language, profanity, lewd conduct, or any conduct that harasses or is bothersome to other members or staff. ***The Talmadge Fitness Staff have the right to ask you to leave the facility and the Executive Director will determine if further action shall take place.***
* Appropriate footwear and clothing must be worn at all times. ***NO blue jeans or boots at any time.***
* The Complex shall not be held responsible for lost or stolen items. It is suggested that you do not leave anything of value in a locker; keep anything of value with you or in your locked car.
* Use of tobacco, food, chewing gum, glass bottles, cans, alcohol, drugs, or any illegal substance is strictly prohibited in/on any part of the fitness area and equipment therein.
* Member/Guest should be mindful not to enter employee areas in the complex, i.e. service areas, staff-only areas, Carolina Health Center section, at any time without prior permission.
* All conduct at the Complex will be bound by what is generally accepted to be reasonable, polite, courteous, respectful, helpful, civil, and considerate behavior. As such, members are expected to act accordingly to all other members and guests at all times.
* Anyone ages 13-15 must be accompanied by an adult (18 or older) who accepts total responsibility of their child. Children 12 and under are not allowed in the gym. I agree as a member that any guest or minor child I may have will obey all the rules stated in this agreement; any violation of these rules may subject my membership to suspension or forfeiture.
* **All 24-hour Access Codes are for the member only. Members are not to share their Access Code with Non-Members. In the event that an Access Code is compromised, the member shall be responsible for an Unlawful Entry Fee of $55 and shall lose access to their membership for the period of ONE month. After such time has passed, member may reactivate their membership by remitting a $25 Re-Entry Fee.**

*I have read the above Rule and Regulations and understand that it is applicable to the Talmadge Fitness & Wellness Complex as a whole. I understand that all rules and regulations apply not only to myself as a member, but also to my guests and/or my minor children. I agree to follow the Rules and Regulations above as indicated by my signature below.*

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**24-HOUR ACCESS TO FITNESS FACILITY**

**RELEASE OF LIABILITY AND INDEMNITY**

**By signing this Release of Liability document, the Undersigned participant releases the McCormick County Senior Center/Talmadge Fitness & Wellness Complex from any-and-all liability concerning 24-hour access to the Fitness Room. This AGREEMENT AND RELEASE OF LIABILITY is binding on the undersigned, the undersigned’s heirs, legal representatives, family, next of kin, beneficiaries, successors and assigns.**

I, the undersigned, expressly agree and contact, on behalf of myself, my heirs, executers, administrators, successors, and assigns, that I hereby agree to Indemnify and forever hold harmless the McCormick County Senior Center (MCSC)/Talmadge Fitness & Wellness Complex (TFWC), its employees, officers, directors, shareholders, affiliates, agents, representatives, successors and assigns (Releasee) of and from any-and-all claims, liability, demands, damages, costs, expenses, rights of action, or causes of action, (collectively the "Claims") for any personal injuries (including death), sustained by me, my minor child, or my guest, loss or damage to me and/or my property, delay and/or inconvenience and any and all other damages, howsoever caused, regardless of whether such injuries result, in whole or in part, from the negligence of the MCSC or the TFWC, incurred as a result of – or in connection with – my access to the 24-hour fitness facility and grounds.

By the execution of this agreement, I, the undersigned, accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, my minor child or my guest, and I hereby fully and forever release and discharge the McCormick County Senior Center/Talmadge Fitness & Wellness Complex, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out the use of the equipment and facilities during my 24-hour access to the fitness facility and grounds.

I, the undersigned, hereby covenant and agree that I, my minor child **nor** my guest will institute any legal proceedings against McCormick County Senior Center/Talmadge Fitness & Wellness Complex as a result of – or in connection with – my access to the 24-hour fitness facility and grounds.

I, the undersigned, understand and acknowledge that McCormick County Senior Center/Talmadge Fitness & Wellness Complex does not carry or maintain health, medical, disability, insurance coverage for the me, my minor child, nor my guest and I assume all responsibility for any insurance coverage and any medical expenses which may be incurred as a result of – or in connection with – my access to the 24-hour fitness facility and grounds.

I, the undersigned, agree to comply with all rules imposed by the McCormick County Senior Center/Talmadge Fitness & Wellness Complex regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose. I understand that any damages caused will be charged to the person responsible for the damages incurred as a result of – or in connection with – my access to the 24-hour fitness facility and grounds.

I, the undersigned, understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I, the undersigned, understand and agree that the McCormick County Senior Center/Talmadge Fitness & Wellness Complex is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I, the undersigned, understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

I, the undersigned, agree that if any provision of this AGREEMENT AND RELEASE OF LIABILITY is held to be invalid or unenforceable by any court of competent jurisdiction - the invalidity or unenforceability of such provision will not affect the remaining provisions of this AGREEMENT AND RELEASE OF LIABILITY - which shall continue to be enforceable.

*I hereby acknowledge reading, understanding, and agreeing with ALL rules, regulations, terms, conditions, and policies above.*

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

Talmadge Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Talmadge Fitness & Wellness Complex

PAYMENT AUTHORIZATION

Talmadge Fitness and Wellness Complex requires all members to provide a form of payment (check, credit/debit card) that can be drafted automatically each month of their 12-month membership term. Members will be charged the amount indicated below each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as an “ACH Debit.” No prior-notification of automatic draft will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected. However, Talmadge Fitness and Wellness Complex reserves the right to collect overdue balances without prior notification.

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ authorize McCormick Senior Center/Talmadge Fitness & Wellness to

automatically debit my account for $\_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_\_\_\_\_\_ of each month for payment of my Fitness

 Membership.

**Please complete the information below:**

Billing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Checking/ Savings Account Credit/Debit Card**

|  |  |  |
| --- | --- | --- |
|  [ ]  Checking [ ]  SavingsName on Acct: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Bank Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Account Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Bank Routing # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_check_cropBank City/State \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  [ ]  Visa [ ]  MasterCard Cardholder Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Card Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Exp. Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ CVC Code: \_\_\_\_\_\_\_\_\_\_\_\_\_ |

I understand that this authorization will remain in effect until I cancel it **in writing**, and I agree to notify McCormick Senior Center in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that McCormick Senior Center may at its discretion attempt to process the charge again within 30 days, and agree to an additional $35.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.  I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form.

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Talmadge Fitness Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_