

# **MEMBERSHIP APPLICATION**

#### **MEMBERSHIP TYPE**

Check One:	k One: In-District (Spring Lake Public Schools Tax Payer)			Out of District		
Check One: Individual Adult		Individual Senior (62+)		Individual Student (full-time through age 24 with valid schoo		
	Couple Adult	Couple Senior	(62+)	Uun-time through age 24 wit	in valia school IDJ	
	Family (Parent(s) and de	pendents up through the age	of 24)			
	PR	IMARY MEMBER	INFORMATI	ON		
Primary Meml	ber Name:			Date of Birth:	//	
Cell Phone: () FAC Key Tag #:						
Street Address	5:			Apt:		
City:	St	ate: Zip: _	Н	lome Phone: ()		
Email Address	::					
Has any memb	per on this application eve	r been convicted of a	felony involvi	ng a minor? YES /	NO	
Emergency Co	ntact:	Phone: (	)	Relationship:		
	SECO	DNDARY MEMBER	r informa	TION		
Secondary Me	mber Name:			Date of Birth:	//	
Cell Phone: () FA			FAC Key Tag #: _			
Email Address	::					
Emergency Co	ntact:	Phone: (	)	Relationship: _		
	oers must be an immediate famil			the same household) Relationship		
Dependent N	Name	Birthdate	Age	Relationship	Key Tag #	

## CONDITIONS OF MEMBERSHIP

**Members Health:** The applicant(s) represent that each of them, together with any minors covered by this application, are sufficiently healthy to engage in physical activity without undue risk to themselves. They understand that participation in aerobics and other exercise, weight training, recreational sports, the use of pools, spas, steam rooms, and fitness equipment, or any other use of the Spring Lake Fitness and Aquatic Center, carries a potential risk of injury or illness. The applicant(s), on behalf of themselves and any minors covered by this application, assume all risk and further understand that neither the Spring Lake Public Schools nor the Spring Lake Fitness and Aquatic Center assumes any responsibility for any such injury or illness.

**Member Conduct and Right to Use the Facility:** The applicant(s) agree, on behalf of themselves and any minors covered by this application, to abide by all policies, rules, codes and procedures of the Spring Lake Fitness and Aquatic Center, and they understand that failure to act in accordance with such policies, rules, codes and procedures my result in the suspension or revocation of membership privileges. All applicants and their minor children or wards are required to comply with all laws, orders, ordinances, policies, regulations, as well as guidance adopted by Spring Lake Fitness and Aquatic Center as it relates to COVID-19. This guidance may evolve as circumstances warrant. Spring Lake Fitness and Aquatic Center may require a member or member's child or ward to leave the Center in the event the Center becomes aware that their continued presence may pose a health or safety risk to themselves or others.

**Criminal History:** The applicant(s) acknowledge that it is the policy of Spring Lake Fitness and Aquatic Center to deny or terminate membership with respect to any individual convicted of a sexual offense, and that the Spring Lake Fitness and Aquatic Center will periodically check its membership records for sex offense histories.

**Property Loss:** The applicant(s) understand that neither the Spring Lake Public Schools nor the Spring Lake Fitness and Aquatic Center is responsible for personal property lost, damaged, or stolen while using the Spring Lake Fitness and Aquatic Center or participating in Spring Lake Fitness and Aquatic Center programs.

**Photograph Permission:** The applicant(s) hereby give permission for the Spring Lake Fitness and Aquatic Center to take the picture of any person covered by this application for use in the membership program and for the software program.

**Insurance:** The applicant(s) understand, on behalf of themselves and any minor dependents covered by this application, that neither Spring Lake Public Schools nor the Spring Lake Fitness and Aquatic Center provides any accident or health insurance for its members or other participants, and further understands that it is their responsibility to provide such insurance coverage.

## WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

I wish to participate (or I wish my children or wards to participate) in or otherwise utilize or observe the facilities, services, equipment, programs or activities of the Spring Lake Fitness and Aquatic Center ("Center"). In exchange, I acknowledge and agree to all of the following:

**Assumption of Risk:** I do not know of any physical or mental health conditions that would prevent me or my children or wards from, or could get worse by, our participation in or use of the facilities, equipment, programs, activities or services at the Center. I have had an opportunity to inspect the Center facilities and equipment (or immediately upon entering or participating will inspect such facilities and equipment) and have accepted the Center's facilities, equipment and programs as being safe and reasonable suited for the purposes intended. I am aware of the inherent risks, to myself and my children or wards, of participating, observing, or using the facilities, activities, programs, or services of the Center, and I assume full and sole responsibility for any and all of the risks, including the risk of physical injury, drowning, or death, and including the risk of contracting illnesses, bacteria, or viruses, such as the highly contagious coronavirus, also known as COVID-19, which spreads easily in public places (like the Center) where people are present, despite efforts to reduce the risk.

**Waiver and Release of Liability:** I hereby release Spring Lake Public Schools and its Board of Education, and its Board members (individually and collectively), officers, directors, administrators, employees, agents and volunteers (collectively the "Releasees"), from any and all claims, demands, liability, loss, damage, illness (including exposure to or infection from germs, bacteria, or viruses, including COVID-19), and injury (up to and including death), whether known or unknown, present or future (collectively, the "Claims"), which may occur as a result of my presence at, participation in, or use of any

program, activity, service, equipment, or facility associated with or comprising part of the Center, and which arise out of or relate to the negligent acts or omissions of any of the Releasees; and I hereby waive and release any and all such Claims against Releasees to the fullest extent allowed under Michigan law.

**Indemnification and Hold Harmless:** I agree to indemnify and hold harmless any and all of the Releasees from any and all liability, loss, and expense, including legal costs and attorney's fees, incurred by any of the Releasees, arising from or relating to any one or more Claims released in the preceding paragraph.

**Governing Law and Severability:** This agreement shall be interpreted according to the laws of the State of Michigan. If a court were to find any provision or provisions unenforceable, such provision or provisions merely shall be severed and the remainder shall be enforced. No aspect of this agreement shall be interpreted to lesson legal protections that Releases otherwise enjoy under Michigan law, and this agreement shall be in addition to, and not in derogation of, such protections.

**Voluntary Acceptance of Agreement and Binding Effect:** I understand that Spring Lake Public Schools and its Board expressly conditions and participation in or use or observation of the facilities, services, equipment, programs or activities of the Center, by me or my child or ward, on my agreement to sign this Waiver, Release of Liability, and Indemnification Agreement ("Agreement". I have read the Agreement. I understand it and voluntarily agree to it, and I freely sign it on my own behalf. This Agreement is binding upon my legal representatives, heirs, successors, and any other person or entity who tries to claim through me.

Adult Member Signature	Printed Name	// Date
Adult Member Signature	Printed Name	// Date
Adult Member Signature	Printed Name	// Date
Adult Member Signature	Printed Name	// Date

#### Memberships with Minors:

If the membership application includes a child or ward under 18, the parents/guardians must sign the following additional certification:

As the parent(s) or natural guardian(s) of the minor(s) listed on this membership application above, I/we give permission for my/our children or wards to utilize or otherwise participate in the Center's activities, programs, equipment, and facilities. I/we have read and understand the conditions of membership, including the conditions regarding assumption or risk, waiver and release of liability, and indemnification, and, on my/our behalf and on behalf of my/our children or wards, I/we agree to all of the conditions of membership. I/we specifically agree to indemnify and hold harmless the Releasees with respect to any and all claims that may arise from or relate to my/our children or ward's participation in or use of the Center's activities, programs, equipment or facilities.

Each parent or legal guardian must sign below.

Parent/Guardian Signature	Printed Name	// Date	
Parent/Guardian Signature	Printed Name	// Date	
	16140 148 <sup>th</sup> Ave, Spring Lake, MI 49458 (616) 847-5858   www.slfac.com		

## **PAYMENT PLAN TYPE**

Check One: \_\_\_\_\_ Monthly (requires credit card to be on file)

\_\_\_\_ Quarterly

\_\_\_\_ Semi-Annual

\_\_\_\_ Annual

#### **MEMBERSHIP FINANCIALS**

--For staff use only--

Quarterly, Semi-Annual, & Annual Payers			Monthly Payers		
Initiation Fee	on Fee \$ 50.00		Initiation Fee	\$ 50.00	
Initial Dues	\$		Current Month (prorated)	\$	
			Next Month	\$	
Total Due Today \$			Total Due Today	\$	
Future Dues Amount:	\$		Future Dues Amount:	\$	
			Monthly Payments are processed on the 10 <sup>th</sup> of each month		

**NOTE:** Membership will automatically renew. Membership dues will automatically be deducted from the credit card provided unless payment is made prior to due date. Members are required to give a **30-day** written notice to cancel.

Date

Staff Initials

Member Signature (guardian signature for student memberships)