

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 may 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 lessen legal protections that Releasees 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

PAYMENT PLAN TYPE**--For staff use only--**Check all that apply: ☐ SLPS District Resident Discount (*Spring Lake Public Schools Tax Payer*)☐ Monthly (requires credit card to be on file)☐ Annual**MEMBERSHIP FINANCIALS****--For staff use only--**

Annual		Monthly	
Initiation Fee	\$ 50.00	Initiation Fee	\$ 50.00
Current Month (Pro-rated)	\$	Current Month (Pro-rated)	\$
Pro-Rated Rest of Annual Term	\$	Next Month	\$
Total Due Today	\$	Total Due Today	\$
<i>Future Dues Amount:</i>	<i>\$</i>	<i>Future Dues Amount:</i>	<i>\$</i>
<i>Annual Payments automatically renew 1st of July</i>		<i>Monthly Payments automatically renew 10th of each month</i>	

Memberships Automatically Renew

Membership dues will automatically be deducted from the credit card provided unless payment is made prior to due date.

Membership Cancellation Policy

All monthly membership cancellations require written notice and are **effective at the end of the next month following cancellation submission date**. All monthly memberships are paid one month in advance.

For termination notices on all other contract terms written cancellation notice **is recommended to be provided at least 15 days before your next payment due date**, in order to avoid paying for the next annual term.

Member Signature
(guardian signature for student memberships)

____/____/____
Date

Staff Initials



CREDIT CARD AUTHORIZATION FORM

CONTACT/BILLING INFORMATION

Cardholder Name: _____

Street Address: _____ **Apt:** _____

City: _____ **State:** _____ **Zip:** _____ **Home Phone:** (____) _____ - _____

Member Account Name (if different from cardholder): _____

CREDIT CARD INFORMATION

Card Type: ☐ MC ☐ VISA ☐ DISC ☐ AMEX

Card Number: _____ **Expiration Date:** ____/____ **CVV:** _____

Name on Card: _____

Billing Address (if different from above): _____

PAYMENT PLAN / AUTOBILL OPTIONS

Monthly	Annual
Auto Deduct (required) Initials: _____ <i>(neither statements nor e-mail reminders will be sent out)</i>	Auto Deduct on due date Initials: _____ -OR-
Note: credit cards are automatically charged on the 10 th of each month	E-mail reminder 1 day prior to automatically deducting dues Initials: _____ -OR-
	Mail Paper Statement Initials: _____ <i>(credit card will be charged automatically on due date if payment is not made by cash/check prior to due date)</i>

PAYMENT AUTHORIZATION

I authorize Access One., on behalf of SLFAC to debit my account as identified above according to the terms stated here. This authorization shall remain in effect until the balance is paid in full or SLFAC receives written notification from me of any intent to terminate this payment plan and at such time and in such manner as to afford SLFAC reasonable opportunity to act.

I understand that if the total amount owed to SLFAC is increased, I authorize this plan to continue as long as the payment amount remains unchanged until the amount owed to SLFAC is paid off, or unless the plan is terminated earlier by me as stated above. I understand any added amounts can be applied for with a new authorization.

All other changes such as payment amount, frequency, and bank account or credit card numbers, will require a new Electronic Payment Authorization Form to be filled out and submitted to SLFAC 15-days prior to any change being implemented. I understand that this payment plan may be cancelled by SLFAC or Access One., due to Non-Sufficient Funds (NSF). I understand that I will be liable to pay the NSF fees that will be charged by my bank. In the event that SLFAC is charged an NSF fee by the bank or a revoke authorization fee, I understand that I will be liable to pay these fees and authorize SLFAC to debit my account for these amounts.

I represent and warrant that I am authorized to execute this payment authorization for the purpose of implementing this electronic payment plan. I indemnify and hold SLFAC, the bank, and Access One harmless from damage, loss, or claim resulting from all authorized action hereunder.

Signature

____/____/____
Date

Received By