

CARD NO. _____

**AURORA RECREATION COMMUNITY CENTER
MEMBERSHIP AGREEMENT**

Member Name: _____

Address: _____

Phone Number: _____ Date of Birth: _____

Emergency Contact: _____ Phone: _____

Email _____

Age: _____ **(If under 18 years of age, parent/guardian must complete consent below.)**

TERMS OF AGREEMENT

1. This Membership Agreement between Member, listed above (hereinafter referred to as "Member"), and the Aurora Recreation Community Center ("the ARCC") is on a month-to-month basis. A charge of \$25 will be made for any checks returned due to insufficient funds. Late payment and payment with an insufficient funds check violate the ARCC's rules. The ARCC may change membership dues under this Agreement by posting notice of such change in the ARCC at least 30 days in advance of such change. Specialty classes and facility rental fees are in addition to, and not a specific benefit of membership. As such, additional fees may be required for such classes or facility rental.

2. Member agrees to keep and obey all rules and regulations now in force or in the future prescribed by the ARCC, for the use of the ARCC training facilities, premises, and equipment therein, and the ARCC reserves the right to revoke this membership for cause if Member fails to keep and obey any of such rules and regulations, or for reasons of nuisance, disturbance or other members or staff, moral turpitude or fraud. Without limiting Member's obligation to obey the rules and regulations of the ARCC presently in force or in the future prescribed, Member agrees that he/she will obey the following rules by:
 - a. Always considering other members' rights and privileges while he/she is training;
 - b. Always paying his/her membership dues on or before the due date each month;

- c. Always unloading all bars and machines when he/she is through using them and replacing all weight plates on their proper racks;
 - d. Always replacing barbells and dumbbells on their proper racks at the end of each set;
 - e. Always following directions on the proper use of the training equipment and asking for directions when necessary;
 - f. Always disposing of trash in the proper places;
 - g. Always treating members and staff with fullest respect and courtesy at all times;
 - h. Always accepting fullest responsibility for any damage done to equipment due to his/her misuse of the equipment;
 - i. Never acting in a way, or allowing his/her spouse and/or children in a way, that is injurious to the ARCC or disrupts operations of the ARCC;
 - j. Never spitting into the water fountain;
 - k. Never putting his/her feet on the wall;
 - l. Never placing weight plates on the floor;
 - m. Never banging dumbbells together when doing flies or other exercises;
 - n. Never dropping dumbbells or barbells on the floor;
 - o. **Never letting other members or non-members into the ARCC. Everyone must scan in individually. If Member opens the door for another person, Member will be considered “contributing to” any theft or damages the other may cause, and Member’s membership will be canceled. Such behavior may also subject Member to criminal prosecution.**
 - p. If Member loses his/her membership card, Member will be required to purchase a replacement for a fee of \$5.
3. Member understands the ARCC is a 24 hour facility that allows access at any time. The facility is video-monitored 24 hours a day, 7 seven days a week. However, the ARCC is only staffed on the following days and during the following hours (“non-staffed hours”):
- a. Monday through Friday – 7:00 a.m. to 11:30 a.m. and 3:00 p.m. to 7:30 p.m.
 - b. Saturday – 8:00 a.m. to 4:00 p.m. and
 - c. Sunday – 12:00 p.m. to 6:00 p.m.

Member understands there will be no supervision or assistance available during any other hours other than those listed above. These hours may change at the ARCC’s discretion.

4. If you are injured or otherwise suffer some other emergency situation during non-staffed hours, there will likely be no one to respond and provide assistance and the ARCC has no duty to provide assistance in such an event. In the event of such an emergency situation, there are 2

emergency call boxes onsite that dial directly to Dearborn County 911 when used. There are also 2 Automated External Defibrillators (AEDs) onsite: one on each floor.

5. It is further agreed that all exercises including the use of weights, number of repetitions, and use of any and all machinery, equipment, and apparatus designed for exercising and the use of the ARCC's premises and facilities shall be at Member's sole risk. Notwithstanding any consultation on exercise programs which may be provided by the ARCC's employees or agents, it is hereby understood that the selection of exercise programs, methods and types of equipment shall be Member's entire responsibility, and the ARCC shall not be liable to Member or Member's family for any claims, demands, injuries, damages, or actions arising due to injury to Member's person or property arising out of or in connection with the use by Member of the services and facilities of the ARCC or the premises where the same is located.
6. Member understands that the ARCC premises are used by members, their guests, and members of the public, and that ARCC is not responsible for my property, or that of my spouse or children, including, but limited to, property items left in lockers or storage areas while engaged in activities at ARCC. If Member brings any personal property onto the premises of the ARCC or onto the ARCC's parking area, Member takes such action at Member's sole risk. It is hereby understood that the ARCC is not responsible in any way for damage to or loss of any personal property which Member brings onto the premises of the ARCC or onto the ARCC's parking area, including but not limited to, losses due to theft, damage, or car accident. Member hereby holds the ARCC, its successors, assigns, owners, officers, directors, employees, and agents harmless from all claims which may be brought against them by Member, on Member's behalf, by Member's family, and Member's executors, administrators, and personal representatives for any such injuries or claims aforesaid and Member for himself and on behalf of his family, executors, administrators, and personal representatives does hereby forever release and discharge the ARCC, its successors, assigns, owners, officers, directors, employees, and agents from all claims, demands, injuries, damages, actions, losses and expenses. This section will survive any cancellation of this Agreement.
7. In consideration of being permitted to utilize ARCC facilities, services, and programs, the undersigned, for himself or herself and any of their children, personal representatives, heirs, and the next of kin; hereby acknowledges and agrees that he or she has, or immediately upon entering will inspect and carefully consider such premises and all facilities and equipment thereon and accepts the same as being safe and reasonably suited for the purpose of participation as a member. The undersigned acknowledges that there is an inherent risk of injury in participating in sporting, exercise, and other activities offered by ARCC. The undersigned hereby

releases, waives, discharges, and covenants not to sue the ARCC or the City of Aurora, its directors, officers, employees, and agents from all liability to the undersigned, his or her spouse, and his or her children, whether caused by negligence of ARCC or otherwise while undersigned is engaged in activities in, upon, or about the premises and facilities or equipment, or while participating in any program affiliated with the ARCC. The undersigned agrees to indemnify and save and hold harmless the ARCC and the City of Aurora from any loss, liability, damage, or cost they might incur due to the undersigned's presence in, upon, or about the ARCC premises whether caused by negligence of the ARCC or otherwise.

8. Member understands that membership at ARCC is non-transferrable. It is expressly understood and agreed that this contract is not assignable or transferrable by Member and no rights or privileges granted by this membership can be transferred or assigned by Member.
9. Member grants permission to allow pictures and/or videos to be taken of myself and/or my spouse/children for the sole purpose of literature, advertisements, and events for the ARCC and/or the City of Aurora.
10. If Member chooses to terminate his/her membership to the ARCC, he/she may cancel this contract by signing a cancellation form and submitting it to the ARCC. Said form may be obtained at the ARCC during staffed hours.

I have read and understand the terms of this Agreement and acknowledge said terms. I acknowledge receipt of a fully completed copy of this Agreement executed by both myself and an ARCC employees.

Date: _____ Member: _____

Print name: _____

Date: _____ ARCC Staff: _____

Print name: _____

PARENTAL/GUARDIAN CONSENT
(ONLY TO BE SIGNED IF MEMBER IS LESS THAN 18 YEARS OF AGE)

The undersigned persons are the parents or guardians of the Member in this membership agreement and make this agreement for the purpose of

enabling the Member to use the ARCC facilities. The undersigned persons consent to the Member using the ARCC facilities and are aware of the risks involved in such use. The undersigned persons further agree that this consent shall constitute a bar to any recovery by them for any loss to them due to such use, including but not limited to loss of the Member's services or companionship or loss of or damage to any personal property. The undersigned persons hereby hold the ARCC, its successors, assigns, owners, officers, directors, employees, and agents harmless from all claims which may be brought against them by the undersigned persons, Member or on Member's behalf or by Member's family for any such injuries or claims aforesaid and the undersigned persons for themselves and on behalf of Member and his family, executors, administrators, and personal representatives do hereby forever release and discharge the ARCC, its successors, assigns, owners, officers, directors, employees, and agents from all claims, demands, injuries, damages, actions, losses and expenses.

Date: _____ Parent/Guardian: _____

Printed name: _____

Relationship to Member (please circle):

Father Mother Guardian Other (state relationship): _____

If Family Membership, Please list individuals below:

Members must be 14 years of age to use workout equipment.

Name:

Date of Birth:

Office Use Only

Membership Type:

| | | |
|--|----------------------|--------------------------------|
| | Single - \$30 | Single Res. 10% off - \$27 |
| | Family of 2 - \$45 | Family of 2. 10% off - \$40.50 |
| | Family 3 to 4 - \$50 | Family 3 to 4. 10% off - \$45 |
| | Family of 5 - \$60 | Family of 5. 10% off - \$54 |
| | Family of 6 - \$70 | Family of 6. 10% off - \$63 |

Type of payment: **Cash** **Check #** _____ **Credit Card**

Staff Initial _____ **Receipt number:** _____

Pic Taken? YES NO Pic # _____