

## Wichita County Fitness Center

### Rules/Conditions

We would like to take this opportunity to welcome you to the Wichita County Fitness Center. In the interest of safety and fairness to each and every member without discrimination, we have developed a set of policies and procedures. It is extremely important that all members read and understand these rules and conditions to ensure clarity between you, other members and the fitness center. These policies are subject to change at any time deemed necessary by the Park Board of Directors. You will be advised of any changes that may affect you. Should any questions arise concerning policies, procedures or any conditions, please feel free to contact the Board, or Judith Lemus.

### Article I.

## MEMBERSHIP

### Section A - PROVISIONS

The Board will define: (1) the classification of memberships, (2) the registration fees (if any) and dues payable for each classification, (3) the policy of expulsion of members, and (4) all other issues concerning the membership.

Anyone of legal age and good character is eligible for membership. Membership will NOT be denied on the basis of race, creed, color, religion, physical ability, or national origin, nor shall any aspect of such be a condition of membership.

### Section B - CLASSIFICATIONS

**Individual-** \$20/month  
 \$110/for 6 months  
 \$200/year paid at once  
 \$ 20.00 key fob (onetime fee unless lost)

A membership in which any person, single or married, 18 years or older, will be using the club. A married person may join as an individual if the individual's spouse does not intend to use the club.

**Couple-** \$30/month  
 \$160/ for 6 months  
 \$300/ year paid at once  
 \$ 20.00 key fob (onetime fee unless lost)

A membership in which two married people will be using the club.

**Family-** \$35/month  
 \$200/for 6 months  
 \$350/year paid at once  
 \$20.00 key fob (onetime fee unless lost)

A membership in which the husband, wife and dependent children (no younger than age 14) will be using the club. Once the dependent is 18 they will need to purchase an individual membership to continue using the facility.

**Senior Individual** - \$15/month  
\$80/for 6 months  
\$150/year paid at once  
\$20.00 key fob (onetime fee unless lost)

A membership in which any person, single or married is of the age 60 or older. A married person’s spouse (if under the age of 60) will not be using the club, or will be charged as another member, according to the classification in which they fall.

**Senior Couple-** \$25/month  
\$140/ for 6 months  
\$250/year paid at once  
\$20.00 key fog (onetime fee unless lost) A membership in which a

husband and wife are both 60 and older.

**Business Memberships- please ask Judith Lemus, Director.**

**Initials** \_\_\_\_\_

**Section C - BOARD CHANGES**

1. The Board reserves the right to change membership categories, rates, & regulations.
2. The Board reserves the right to establish and change the operating hours of the club. Currently it is available 24 hours a day 7 days a week.
3. Not all rules and regulations are listed in this agreement. Wichita County Fitness Center reserves the right to change, add or remove rules, conditions of membership, and all services provided. Changes will be posted in the Fitness Center.

**Initials** \_\_\_\_\_

**Section D - CHANGES IN MEMBERSHIP**

**Upgrade/Downgrade:** You may upgrade your membership classification (e.g. from individual to Family) by paying the difference between the current membership fee and the new classification. If you downgrade to a lesser membership fee (e.g. from Family to individual), you will not receive a refund.

**Freezing:** Under certain circumstances (e.g. injury, hospitalization, temporary relocation, etc...) a membership freeze may be granted. All requests for membership freezes are subject to Board approval and must be submitted in writing at least 3 working days prior to the first day of the month being frozen. Contract the Board with any and all questions.

**Transfers:** Membership privileges are issued on an individual basis and are transferable ONLY with Board approval.

**Address Change:** The Board must receive notice of a change of address. Otherwise, we will assume members have received all correspondence within five (5) days after mailing.

**Cancellation/Termination of Membership:** A member may cancel his/her membership at any time. Please remember that partial month payments are not permitted. There will be NO refunds for membership fees & Wichita Co. Fitness Center will NOT prorate a cancelled membership, except for members that have paid for 6 or more months in advance. If a member has his/her membership terminated by the Board or the Director for engaging in any unacceptable behavior or violation of the membership agreement they will NOT receive a refund.

**Expulsion:** The Board reserves the right to expel any member for violation of Fitness Center rules, or for any conduct, which in the opinion of the Board is prejudicial to the welfare, good order, and character of the club. Should any member be expelled, all money from registration fees (if any) and monthly dues are forfeited.

**Initials** \_\_\_\_\_

**Section F – MEMBERSHIP KEYS \$20/KEY**

Key fobs will be issued to each member at a cost designated by the Park and Rec. Board. Keys will be issued at the time of orientation. In the case of Family or Senior Couple Memberships, only two (2) fobs can be issued. Lost fobs are subject to a replacement fee of \$20.00 and such member may be responsible for all expenses incurred for re-keying the door.

If your membership is terminated for any reason, you must turn in your key (s) and you will receive a full refund for each key. Any key not turned in will be subject to a \$20.00 fine per key; plus, such a member may be responsible for all expenses incurred for re-keying the door.

A \$5 refund will be issued for returned fobs if you choose to cancel your membership.

**Initials** \_\_\_\_\_

Article II

**BILLING AND FEES**

**Section A – BILLING**

The fob deposit and first full month’s dues must be paid upon registration.

**Automatic Withdrawal:** When paying monthly by automatic withdraws from a bank account you are responsible to be sure the funds are available in your account. If the funds do not clear the bank on due date of withdraw you will be charged \$20.00 on top of your monthly fee to be paid in person not auto withdrawal. If not paid your fob will be shut off and membership terminated until it is paid.

**Cash/Check:** When paying monthly by check or cash your payment is to be paid on or before your due date or your fob will be shut off and membership terminated until it is paid.

When paying every 6 months or by the year you will receive a bill by mail for your membership dues several days before it is due. Your payment needs to be made on or before the expiration date or your fob will be shut off and membership terminated.

**Initials** \_\_\_\_\_

## **Section B – GUEST FEES**

Guest fees are \$5.00 per person per visit. A member of the club must accompany guests. Also see Article III #2.

**Initials** \_\_\_\_\_

## **Section D – SERVICES**

Any person, who is permitted to provide a service for the Wichita County Fitness Center (i.e. exercise class, fitness trainer, etc.) or any of the members, must comply with the following:

- 1) Approval of such service by the Board;
- 2) Have a valid contract with the fitness center, and its discretion.

## Article III

### HOUSE RULES AND POLICIES

1. **Sign In:** As a member, you (and your guests) must sign-in at the front desk, giving your name(s); whether you are a member or a guest; the time-in and time-out; AND be sure to secure the door, both upon entering and leaving the facility. All members and guests MUST sign in BEFORE beginning a workout.
2. **Guests:** Members are entitled to extension of special guest privileges. However, the extension of guest privileges is generally extended to potential new members.
  - A person can only be a guest twice then must either get a membership or not use the facility. Members have priority in using the club.
  - Unless special arrangements are made in advance, you must accompany your guest.
  - There will be a guest fee of \$5.00 per person for Full Club Usage.
  - A special guest pass may be obtained for out-of-state guests or relatives staying with members temporarily at no cost to such guest(s).
3. **Conduct:** Smoking, Chewing Tobacco, Eating or Consuming Alcohol is NOT permitted in any part of the club.
  - Refrain from use of profanity and any improper conduct, which may adversely affect the health, and safety of you and other members or guests.
4. All members and their guests use the club at their own risk. The Wichita County Fitness Center is unsupervised and all use of the facilities is AT MEMBERS RISK.
  - The Wichita County Fitness Center recommends you exercise with a “buddy.” DO NOT EXERCISE ALONE for your own safety and protection. The Wichita County Fitness Center assumes NO RESPONSIBILITY for anyone exercising alone.
  - Before beginning any kind of athletic program, we advise you to have a physical examination. All members must complete a PAR-Q & YOU form before using the club facilities.
5. The fitness center is not responsible for valuables or other articles left anywhere on the premises or grounds by members and guests. The Board suggests you NOT bring valuables into the facility.
6. **Age Limits:** The minimum age of members or guest is 14 years. Youth between 14-16 years of age MUST be accompanied and supervised by a PARENT or LEGAL GUARDIAN at all times
  - No children under 14 years of age are permitted inside the facility for safety purposes. The fitness center is not responsible for children under 14 years of age.
7. Telephone(s) around the facility are available for member use. Only local calls are allowed. Just pick up and dial. Refrain from lengthy conversations.
8. Shoes must be free of dirt and mud when entering the facility and using the equipment.
9. **Damages:** Members shall pay for any damages to Wichita Co Fitness Center which results from the willful or negligent conduct of a member, a member’s guest, or dependent children.

**Initials** \_\_\_\_\_

Article IV.

**LIABILITY/WAIVER OF CLAIMS**

1. It is expressly agreed that all use of the club’s facilities shall be undertaken at members’ sole risk, and The Wichita County Fitness Center shall not be liable for any injuries or any damages to any member or guest, or be subject to any claim, demand, injury or damage whatever, including, without limitation, those damages resulting from acts of active or passive negligence on the part of the fitness center, its employees, officers, directors or agents. The member, for himself or herself, and on behalf of his/her executors, administrators and assigns, expressly releases and discharges the fitness center, its successors and assigns as well as its employees, offers, directors and agents, for all such claims, demands, injuries, damages, actions or cause of action.
  
2. Although care is taken to prevent such occurrences, it is specifically agreed that the fitness center shall not be responsible or liable to members or their guests for articles lost or stolen in the club, or loss or damage to any other property of members or their guests, including their automobiles and contents therein.

I/We of the above named member or members, by our signature, do hereby agree to hold harmless the Wichita County Recreation Commission, The Wichita County Park Board, and The Wichita County Fitness Center, the organizers, sponsors, for any claim arising out of injury to me /my spouse or children except to the extent and in the amount covered by accident or liability insurance.

Member \_\_\_\_\_ Date \_\_\_\_\_

Spouse \_\_\_\_\_ Date \_\_\_\_\_

Please sign and return to the Wichita County Fitness Center at time of membership signup.