

Membership Agreement

Application Date
Member Name
(Primary member must be 18 or older, additional members must be 16 or older)
Member #2 Name
Member #3 Name
Member #4 Name
Member #5 Name
Address
City, State, Zip
Email
Primary Phone Secondary Phone
DIRECT PAYMENT AUTHORIZATION (Attach voided check or deposit slip)
I (we) hereby authorize CITY OF COLOGNE, hereafter called the CITY, to initiate debit entries to my (our) (select one)CheckingSavings account indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge the origination of ACH transactions to my (our) account must comply with the provisions of United States law.
Depository Name (Bank Name)
Branch
City, State and Zip Code
Routing Number
Account Number
Signature
This authorization is to remain in full force and effect until the CITY has written notification from me (or either o

This authorization is to remain in full force and effect until the CITY has written notification from me (or either of us) of its termination in such time, and in such manner as to afford the CITY and DEPOSITORY a reasonable opportunity to act on it.

#### MEMBER AGREEMENT \_\_\_\_\_(Member Initials)

THIS AGREEMENT is binding on a month to month basis. Once accepted by management of City of Cologne, this Agreement becomes a legally, binding obligation due by the undersigned. If the undersigned fails to make any monthly payment, when due, then the entire unpaid total membership charge due and owing the City of Cologne shall become immediately due and payable. If a collection service or legal services are needed to collect the unpaid membership, the undersigned is responsible for any and all additional costs incurred in such services. NO REFUNDS.

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### ASSUMPTION OF RISK OF INJURY\_\_\_\_\_(Member Initials)

Member understands by signing this Agreement he/she assumes all risks of injury and waives all rights to pursue personal damages of any kind when entering the Cologne Community Center. In the event an injury should take place on the property or during a City of Cologne sponsored event, member shall hold harmless the City of Cologne, its employees and agents, of all liability claims, including claims for contribution. This waiver of liability shall apply to member's heirs and assigns.

## 24 HOUR MEMBER \_\_\_\_\_(Member Initials)

Member understands and agrees that this is an unsupervised fitness center. Member acknowledges that at times there will be no employee on site to provide assistance in using the equipment. In recognition of the possible danger connected with any physical activity, member hereby knowingly and voluntarily waives any right or cause of action now or hereafter, of any kind whatsoever, arising from the use of the Cologne Community Center from which any liability may or could accrue to the City of Cologne. Member will reimburse via his/her pay method for any damages he/she, or a family member thereof, may cause to the equipment and/or to the physical infrastructure of the facility. Member also understands misuse or abuse of equipment and facilities of the City of Cologne may cause termination of his/her membership.

### FAMILY MEMBERSHIP INDEMNIFICATION \_\_\_\_\_(Member Initials)

If this is a family membership application, the undersigned agrees that each member of his/her family to be covered has agreed to also assume the risk of injury as stated above and the undersigned will indemnify and hold harmless the City of Cologne, its employees and agents, from any such claims for injury and damages brought by such family member.

### CANCELLATION AND REFUNDS \_\_\_\_\_(Member Initials)

Unless the member terminates his/her membership as set forth in the preceding paragraph, the membership will be automatically renewed on a month to month basis. At the expiration of the time set forth above, the member will be obligated to pay monthly dues regardless of whether he/she uses the Cologne Community Center until 30 days after the City of Cologne has received written notice of termination.

#### DEATH/DISABILITY CLAUSE \_\_\_\_\_(Member Initials)

If member is unable to make use of the Cologne Community Center services contracted for because of death or disability, the member is liable for only that portion of the total consideration proportional to the elapsed time portion of this Agreement at the time of death or disability.

#### PREPAID MEMBERSHIPS \_\_\_\_\_(Member Initials)

Member understands his/her membership will end after the prepaid date expires. Member must pay before the expiration date to extend the membership and avoid Account Reactivation Fee.

Member Signature\_\_\_\_\_

\_\_\_\_\_ Date\_\_\_\_\_

Application Accepted By \_\_\_\_\_

Date\_\_\_\_\_



The Cologne Fitness Center has 18 pieces of cardiovascular and weight toning/strengthening pieces of equipment for use 24 hours a day, 7 days a week. The facility has been designed to give our users a high end facility to use with flexible hours and low membership fees. Your cooperation in using the equipment properly, keeping your workout area clean and respecting the facility would be greatly appreciated and will help keep membership fees down.

The facility is under 24 hour electronic surveillance and records members entering and leaving the facility. Please help us keep this facility a high quality, low fee facility for the health and enjoyment of our users.

The Cologne Community Center is a multiuse facility hosting larger gatherings, wedding receptions, family reunions, baby showers, etc. Please respect these occasions as you enter and exit the facility during fitness center visits.

# **Rules of Fitness Center Operation**

- access card must be used by the registered member only
- each user must swipe his/her card
- members under 18 years of age may use the facility from 6:00 a.m.-10:00 p.m.
- the membership entitles you to 24 hour access (over 18) to and from the fitness room, locker room and restrooms
- all other areas of the facility, including the gymnasium, are off limits unless specifically open and supervised
- use of the gymnasium during supervision will have a nominal entrance fee NOT covered under this membership
- during social or other events, we ask that members bolt lock the locker room doors when not in use to prevent access to fitness center from the gym
- please report any damage or unusual activity immediately to 952-466-2064
- failure to follow the rules and/or misuse of the equipment or facility may result in discontinued fitness center use and/or repair costs