



www.colognemn.com
952-466-2064

Membership Agreement

Application Date _____

Member Name _____

(Primary member must be 18 or older, additional members must be 16+ and living in the **same household** as primary, ID required)

Member #2 Name _____

Member #3 Name _____

Member #4 Name _____

Member #5 Name _____

Address _____

City, State, Zip

_____ Email

Primary Phone _____ Secondary Phone _____

DIRECT PAYMENT AUTHORIZATION

I hereby authorize CITY OF COLOGNE, hereafter called the CITY, to initiate debit entries to the following bank account (indicate checking or savings) Checking Savings 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.

Bank Name _____

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 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.

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. Member also understands that misuse or abuse of equipment and facilities includes, but is not limited to, allowing nonmembers into the building with their access card and using the gym which is NOT included in the 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 _____