

**STANTON VIKING WELLNESS CENTER
MEMBERSHIP AGREEMENT AND RELEASE OF LIABILITY**

Date: _____ Membership #: _____
Name: _____ E-mail _____
Home Address: _____ Box #: _____
City/State _____ Zip: _____
Home Phone: _____ Cell Phone: _____
Date of Birth: _____
Emergency Contact: _____ # _____ Relationship _____

The undersigned (hereinafter referred to as "Member") desires to become a member of the Viking Center Wellness Center. To be entitled to all rights and privileges of such membership as described in this membership agreement.

****TERM**

(Please Initial) _____ The initial term of the agreement shall be a period of twelve (12) months. Thereafter, this agreement will automatically renew for one (1) month periods unless cancelled in accordance with this agreement.

PAYMENT FOR MEMBERSHIP

In consideration for the privileges granted in this Agreement, Member agrees to pay the Viking Center Wellness Center the following:

The sum of \$ _____ upon the execution of this Agreement, as an initial fee, together with:

_____ A. Prepaid plan:

The sum of \$ _____ upon the execution of this Agreement.

_____ B. Monthly Bank Draft. Please complete Bank Draft Authorization.

(Please initial _____) After the first twelve (12) months, this Agreement is terminable with thirty (30) days' written notice. Member understands and agrees that Member is responsible for payment to Viking Center Wellness Center up through the end of the 30 day notice period. Payment for the balance owed through the end of the 30 day notice period is due five (5) days after the written notice is given by the Viking Center Wellness Committee.

Any monthly payment that is not paid in full within 5 days after its due date shall be subject to a late charge of 10% of the monthly payment. The failure to demand or collect a late payment charge on any monthly payment shall not be deemed a waiver of the right to collect that charge on that payment or any other late monthly payment.

Except as specifically set forth in the General Conditions, failure to use the Viking Center Wellness Center shall not relieve Member of the obligation to make the payments described above, nor entitle Member to a refund of all or any part of a payment.

Release of Liability

- I. In consideration of gaining membership or being allowed to participate in the activities and programs of the Viking Center Wellness Center and to use its facilities, equipment, and machinery in addition to the payment of any fee or charge, I do hereby waive, release and forever discharge the Viking Center, City of Stanton, their Board of Director and it's officers, agents, employees, representatives, executors, and all others from any and all responsibilities or liability for injuries or damages resulting from my participation in any activities or my use of equipment or machinery in the above mentioned facilities or arising out of my participation in any activities at said facility. I do also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities of the Viking Center Wellness Center or the use of any equipment at the Viking Center. **(Please initial _____)**
- II. I understand and am aware that strength, flexibility, and aerobic exercise, including the use of equipment, is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death. **(Please initial _____)**
- III. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities and programs of the Viking Center Wellness Center or use the equipment or machinery except as hereinafter stated. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/ fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, and use of exercise and training equipment so that I might have recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given a physician's permission to participate, or that I have decided to participate in activity and/ or use of equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities. **(Please initial _____)**

Please read General Conditions of this Agreement before Signing.

The undersigned Member acknowledges that Member has read and will comply with the above contract terms.

Member _____ Viking Center by: _____

Executed this _____ day of _____, 20_____, at Stanton, Iowa.

Parent's Signature if member is less than 18 years of age: _____

You, the member, may cancel this Agreement at any time prior to midnight of the third business day of the health maintenance facility after the date of this Agreement, excluding Sundays and holidays. To cancel this Agreement, mail or deliver signed and dated notice which states that you, the member, are canceling this Agreement, or words of similar effect. Such notice shall be sent to Viking Center Wellness Center, P.O. Box 42 Stanton, Iowa 51573. All monies paid pursuant to this Agreement shall be refunded within ten (10) days of the receipt of the notice of cancellation, except that payment made for any wellness services received prior to such cancellation.

Sub-Members

1. Name _____ DOB _____ Relationship _____

Address _____ Phone# _____

Emergency Contact _____ Phone# _____

2. Name _____ DOB _____ Relationship _____

Address _____ Phone# _____

Emergency Contact _____ Phone# _____

3. Name _____ DOB _____ Relationship _____

Address _____ Phone# _____

Emergency Contact _____ Phone# _____

4. Name _____ DOB _____ Relationship _____

Address _____ Phone# _____

Emergency Contact _____ Phone# _____

5. Name _____ DOB _____ Relationship _____

Address _____ Phone# _____

Emergency Contact _____ Phone# _____

6. Name _____ DOB _____ Relationship _____

Address _____ Phone# _____

Emergency Contact _____ Phone# _____