

## INDIVIDUAL FULL-USAGE MEMERSHP AGREEMENT

This agreement is between the wellness center of the Rankin County Hospital District (RCHS) in Rankin, Texas, (i.e., the Rankin County Hospital District's Wellness Center and hereinafter referenced as the "center") and \_\_\_\_\_ (name of member), hereinafter referenced as the "member." In consideration of the terms and conditions stated below, the parties agree and obligate themselves as follows.

A. The member agrees to abide by the policies of the center as they now exist and as they may be amended.

B. For use of the center facilities, the member agrees to pay the center dues befitting the selected membership category and contractual agreement.

C. The membership category selected is **INDIVIDUAL FULL-USAGE**. This membership category gives the member full access to the center's programs and facilities. The member also acknowledges that s/he is 18 years of age or older or is above the age of 10 with an enrolled adult guardian. The center reserves the right to close portions of the center or programs due to maintenance or lack of use without prior notice.

D. The membership fee due is \$ \_\_\_\_\_, payable \_\_\_\_\_. Upon joining, the dues will be paid monthly. All services and goods are directly billed to the members' credit card or you may pay in cash or check. A completed application is required for membership. Any misrepresentation on the member's application may result in immediate termination of the individual membership.

E. A completed application is required for membership.

F. The effective date of the agreement shall be the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and it will continue on a monthly basis.

**G. THE CENTER RESERVES THE RIGHT TO ADJUST THE MONTHLY DUES RATES AND THE STRUCTURE WITH THIRTY (30) DAYS WRITTEN NOTIFICATION TO THE MEMBERSHIP.**

H. The member acknowledges that the member's use of the facilities and equipment is at that member's own risk of bodily injury, illness, death, or property damage. The member hereby releases, waives, forever discharges and covenants not to sue the Rankin County Hospital District Wellness Center or any agents, servants, or employees of Rankin County Hospital District for any, and all loss and damage or any claim or demands of any type, known, on account of or in any way related to any illness, condition or injury to member or member's property or which may result in member's death. The member expressly acknowledges that the member understands this paragraph to be a waiver and release of the RCHD Wellness Center and Rankin County Hospital District Wellness Center and the agents, servants, and employees of the center and the RCHD Wellness Center and the Rankin County Hospital District Wellness Center from any liability for injury or harm incurred while involved in the use of equipment or facilities or while engaging in an activity at the center.

I. Misuse of the center's facilities and/or equipment and/or irresponsible actions by the member, as judged by the center's personnel, may result in immediate termination of the membership with no refund or payments.

**J. THE MEMBER ACKNOWLEDGES THAT THE CENTER IS NOT A FEE-FOR- SERVICE BUSINESS, AND DUES ARE TO BE PAID, REGARDLESS OF CENTER'S USAGE.**

K. This agreement is not assignable by either party or any other person.

L. The member and the center acknowledge that this agreement contains the entire agreements, and the center makes no warranties or representation, expressed or implied, other than those set forth herein. The terms of this agreement are enforceable in a court of law. If any portion of this agreement is held to be invalid or unenforceable, such portion shall be disregarded, and the remainder of this agreement shall remain in full force and effect.

Witnessed and signed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

By: \_\_\_\_\_

**Authorized Signature** (Center Staff Member)

X \_\_\_\_\_

**Member's Signature**

(by signing this agreement, the member acknowledges that s/he has read and fully understands the above agreement, and all questions have been answered.)

# MEMBERSHIP APPLICATION

All Questions MUST Be Completed. **PLEASE PRINT**

Name: \_\_\_\_\_  
Last First M.I.

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Age: \_\_\_\_ Sex: Male \_\_\_\_ Female \_\_\_\_  
(Persons applying for membership must be at least 18 years old)

Email Address: \_\_\_\_\_  
Physical Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
City \_\_\_\_\_ TX, Zip \_\_\_\_\_

Employer: \_\_\_\_\_ Occupation: \_\_\_\_\_

Work Phone: \_\_\_\_\_

## In case of emergency who should we contact?

Please print, so we may obtain this information quickly during an emergency.

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

## Your Physician(s) (M.D.) Name and Phone Number:

- Current Weight: \_\_\_\_\_ Current Height: \_\_\_\_\_
- Are you pregnant? No / Yes (If answered yes, your physician's consent is required prior to becoming a member and beginning an exercise program at this wellness center.

## Please Initial Below:

\_\_\_\_\_ By initialing, I indicate that I have read the above and have completely answered the above membership questions.

All exercise and participation is done at the risk of the member or his/her guest. This wellness center and its management are not liable for personal injury. By signing this application, the member understands and agrees that

he/she waives his/her rights and the rights of his/heirs, administrators, executors, successors and assigns to all claims arising out of the use of the premises and the membership including but not limited to personal injury, including bodily injury and death, and all property damage.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

By signing this application, I indicate that I have read the above and fully understand and agree to the terms of this application, and my entire questions have been answered.

## **Dear New Member:**

**Welcome!** Thank you for choosing to become a member of this wellness center. We applaud your commitment to improve your fitness and health.

We are very proud of this wellness center. Our goal is to provide you with the tools necessary for improving your overall health and well-being. We are committed to assisting you in your efforts to improve the quality of your life.

We ask for your help in ensuring that this quality facility remains in top condition. Please direct your questions and concerns to our friendly staff.

**Onward to better health!**

## **HOURS OF OPERATION**

**Monday-Friday** *6:00 a.m. - 9:00 p.m.*

**Pool closes at: 8:30 p.m.**

**Saturday** *9:00 a.m. – 1:00 p.m.*

**Pool closes at 12:30 p.m.**

**Sunday** *12:00 noon – 4:00 pm*

**Pool closes at 3:30 p.m.**

# POOL AREA RULES

**Noncompliance of these rules may terminate membership.**

## Pool Rules

- Individuals with open wounds or sores are to not enter the pool.
- No diapers in the pool.
- Modest bathing attire is required
- Commercial bathing suits/swim-wear only. (No cut-offs, cotton, bikinis or men's speedos are allowed.)
- Swim at your own risk. No certified lifeguard on duty.
- No diving or jumping into the pool.
- No running or horseplay allowed on pool deck.
- No food or drink in pool area.
- Shower before entering the pool.
- Any misuse of equipment may result in restriction from this area.
- Aquatic exercise equipment and flotation devices are available for use. (Please return equipment to the place from which is was taken)
- The Pool may be utilized by all those that are registered for a full membership.
- The pool may only be utilized during designated hours when wellness center attendant is on duty (***see pool hours***).
- During pool classes, please join in or stay in a specific area of the pool that is not being utilized for the class.

## Pool Information

- Pool temperature is kept between 89-92 degrees.

## Health Note

Individuals experiencing diarrhea should not enter pool until two weeks later.

# **FITNESS AREA RULES**

**Noncompliance of these rules may lead to discontinuation of membership.**

- Wear proper athletic shoes and clothing. The following are prohibited: sandals, bare feet, and socks only.
- No food in fitness area.
- Make sure drinking bottles have a closeable top.
- Discard gum in the wastebasket
- Ask for assistance if you do not know how to use equipment.
- Refrain from using loud, foul or slanderous language.
- You may be asked to turn down your music if an assigned class is taking place in the multipurpose room.
- Do not remove weights, benches, or equipment from their proper place.
- Re-rack weights and return all other accessories to their proper location.
- Misuse of equipment may result in immediate expulsion.

## **Fitness Room Etiquette**

**Good manners make happy members**

- Limit perfume and cologne use.
- Please wipe down used equipment with disinfecting wipes.
- Ask if you may “work in” and always let other work in.
- When working in with someone, return the seat & weight to the last user’s setup.
- Avoid making loud noises (banging weight, yelling, dropping dumbbells)
- Don’t sit on machines when you’re in between sets.
- Be patient when waiting for equipment, and be efficient when using equipment while others are waiting on you.
- Be aware of others around you.

**Lockers/Shower Rooms:**

- Lockers are provided on a daily basis. Keys and wristlets are provided. All keys are to be returned on a daily basis. All personal belongings, all items or personal property bought on the premises shall be at the sole risk of the member or guest. All lockers must be emptied and unlocked by the end of the day. Items left in locker will be removed and collected by the staff and placed in the lost and found.
- Towels are provided for all members. All towels are to be placed in appropriate bins after use,

### **Multi-Purpose Room**

- The Multi-Purpose Room may be utilized for designated classes, meetings and individual use.

### **Lost and Found**

- Lost and found items will be located at the Activity Desk. Participants are encouraged to put their names on all personal items so they can be easily identified.

### **Minor Children age 10 and above**

- Children 10 to 18 years are not allowed to lift weights.

Children are allowed to use the pool, but an adult guardian must be in the pool with the child. All other wellness center rules apply.

An adult guardian must supervise the child at all times while in the wellness center.



## **PROHIBITED ITEMS:**

- **The following items are not allowed in the RCHD Wellness Center:**
- **Tobacco of any form**
- **Alcoholic beverages**
- **Controlled substances**
- **Pets (except for seeing impaired)**
- **Radios (exception: phones, iPod, etc. are permitted with headphones)**
- **ANYTHING that would detract from the intended Wellness atmosphere and the purpose of the RCHD Wellness Center.**
- **Food and drink** (with the exception of purchased water or Gatorade) will not be allowed in the Fitness Area.
- **Any person(s) fighting, under the influence of drugs or alcohol, in possession of drugs or alcohol, or anything that can be used as a weapon will be suspended indefinitely from the RCHD Wellness Center.**

## **LIABILITY**

- The use of the RCHD Wellness Center and all equipment will be at the risk of the participant.
- The RCHD Wellness Center does not assume liability or responsibility for any participant.
- The RCHD Wellness Center does not make any express or implied warrant of the premises, the equipment, machinery, fixtures, and furniture.
- The RCHD Wellness Center is not responsible for any lost or stolen property.

## **INTERPRETAION OF POLICIES**

- The RCHD Wellness Center staff is responsible for all interpretation and enforcement of all rules.
- All reservation, procedures, and problems will be handled through the RCHS Wellness Center staff and/or RCHD Wellness Center management.
- Other situations not specifically covered in this list of policies and procedures will be acted upon if, and when the need arises at the discretion of the RCHD Wellness Center Staff and/or RCHD Wellness Center management.