

Office Use Only    Receipt # \_\_\_\_\_    Date: \_\_\_\_\_    Expiration Date: \_\_\_\_\_    Staff Initials \_\_\_\_\_

## Highland Parks and Recreation Fitness Center Membership Agreement

**Sign below to acknowledge that you have read and understand all terms and conditions as stated in this membership agreement (front and back). If under 18, parent must sign on behalf of member. Minimum age to use Fitness Center is 14.**

Member Name (Head of Household)	DLN / State ID #	Signature	Date
2 <sup>nd</sup> Household Member's Name	DLN / State ID #	Signature	Date
3 <sup>rd</sup> Household Member's Name	DLN / State ID #	Signature	Date
4 <sup>th</sup> Household Member's Name	DLN / State ID #	Signature	Date
5 <sup>th</sup> Household Member's Name	DLN / State ID #	Signature	Date

Individual Prices (Resident/Non-Resident)					
Category	Daily	1 Month	3 Months	6 Months	1 Year
Standard	\$8/\$12	\$50/\$70	\$108/\$151	\$162/\$226	\$240/\$336
Student/65+	\$6/\$9	\$44/\$61	\$95/\$132	\$142/\$198	\$210/\$294
Active Military / Veteran (Res.)	\$6	\$37.50	\$81	\$121.50	\$180

Household Package Pricing (Resident/Non-Resident)			
Category	Head of Household	2 <sup>nd</sup> HH Member	3 <sup>rd</sup> or More HH Member
Standard	\$240/\$336	\$180/\$252	\$120/\$168
Student/65+		\$120/\$168	

**State-issued photo ID required at time of registration:** To be considered a "resident," one must present a current/valid state-issued photo ID showing Highland, IN or Munster, IN residency. To be considered a "student," one must present a valid school ID card at the time of registration with the current year printed on the card. Otherwise, a current class schedule must accompany the photo ID. Birth certificate must accompany school ID for those students who do not yet have a driver's license. To obtain a household package, all members must present state-issued photo ID showing matching addresses. Active military and veterans (Highland residents only) must present DD-214 card, VA card, or current military ID at time of registration. Those whose discharge was less than honorable are not eligible. Active military are eligible for free 14 day pass when home on leave (available once every six months). At no time will bills or other pieces of mail be accepted as a form of identification.

**Daily Passes:** To use the fitness center, non-members must pay a **daily rate**. Daily guests will be required to show a state issued photo ID to purchase a daily pass. Upon entering the fitness center, a receipt & photo ID will be required. No ID, no workout. No exceptions. The daily pass will be valid for 24 hours from time printed on receipt.

### Electronic Fund Transfer Agreement:

**For ANNUAL FITNESS MEMBERSHIPS or PERSONAL TRAINING CLIENTS that elect the monthly ACH installment billing option.  
Please attach a blank, voided check for verification of the necessary routing and account numbers.**

I, \_\_\_\_\_, authorize Highland Parks and Recreation/Town of Highland to charge my account as specified below, on the 5th day of each month (or closest business day).

ANNUAL MEMBERSHIP: The monthly fee for the membership is \$ \_\_\_\_\_ with the first month due upon registration. **This authorization will remain in effect a minimum of 11 months and will continue until 30-days advance written notice cancellation is completed by the member.**

PERSONAL TRAINING CLIENT: The monthly fee for the training package is \$ \_\_\_\_\_. The initial payment made for training on ACH is **\$100** due upon registration. **This authorization will remain in effect for three months, until payment is made in full.**

\_\_\_\_\_  
Full Name as it Appears on Account

\_\_\_\_\_  
Name of Bank

\_\_\_\_\_  
Signature of Account Holder

\_\_\_\_\_  
Date

**Payment Options:** Members may choose to pay with cash, check, credit card or automatic monthly ACH bank debit (ACH bank debit offered for annual memberships only). Members using the automatic monthly ACH bank debit option are required to notify the Highland Parks and Recreation Department of any account changes or will be subject to delinquent fees. A minimum of 30 days written notice is required to cancel annual auto debit memberships.

**Default/Late Payment on ACH Bank Debits:** Should a person default on their ACH payment obligation as called for in the contract, the membership will be suspended and the person will be notified to pay the monthly membership fee and \$7.50 NSF fee at Highland Town Hall in order to have the membership reactivated. If the person defaults for a second time in a 6 month period, the person will no longer have the option of ACH bank debit and will need to pay another \$7.50 NSF fee at Town Hall along with the missed month's membership payments. The balance of their membership fees will need to be paid up front in the form of cash or credit card at the Lincoln Community Center in order for their membership to be reactivated. Failure to do so will cause the Town of Highland to turn the person over to the county prosecutor in which the member agrees to pay any fees or expenses HPRD incurs in collecting any balance due on his/her account, including attorney's fees and cost of collection.

**Fitness Pass ID Cards:** All members are required to show the HPRD-issued Fitness Pass ID card upon entry. A self-reported ID # will not be accepted as a form of identification. No ID, no workout, no exceptions. Replacement pass cards can be purchased for a fee of \$6.00 (photo ID required).

**Contact Information:** The member is responsible for notifying HPRD of any changes in his or her home address, phone numbers, bank information, etc.

**Membership Transfers/Changes:** Memberships cannot be transferred to another person. The membership type purchased shall remain in effect until expiration. Any changes in membership type and dues can only be made at the time of renewal.

**Membership Renewal: Paid up front:** Fitness passes will expire automatically at the end of the contract term, unless the member renews their membership prior to the expiration date. **Annual passes with installment billing:** Memberships with monthly installment billing will automatically renew beyond the first year. Once the duration of the initial year is fulfilled, members have the option to cancel their membership with a minimum of 30-days written notice before the last payment will be withdrawn.

**Early Termination:** Members will not be allowed to terminate this agreement early unless there is an extenuating circumstance that involves the following: death or terminal illness (with obituary/death certificate or medical documentation), or a change in residency of more than 30 miles from the Lincoln Community Center. In the latter case, payment on this agreement shall be suspended upon payment of the appropriate cancellation fee equal to two month's dues and legitimate verification of the move. The remainder of the contract fees will be prorated to the member minus a \$3.00 processing fee.

**Pass Suspension (Freeze):** Members can freeze their **ANNUAL** pass for reasons such as injury or extended vacation for up to 30-days. This could change the pass expiration date and will be allowed only once per year. Medical documentation specifically stating that member cannot work out or proof of vacation must be presented.

**Fitness Class Discount:** Active members will be able to enroll in **MOST** of HPRD's fitness classes at a 10% discount.

**Personal Training:** is offered to members for an additional fee. Individual appointments will be directly set-up with the personal trainers. New members are entitled to one free assessment with a trainer. It will be up to the member to schedule the assessment with a trainer.

**Assumption of Risks:** I understand that physical activity offered by the Highland Parks and Recreation Department (HPRD), by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movement involving speed and change of direction, and others involved sustained physical activity, which places stress on the cardiovascular system. The specific risks vary from one activity to another, but in each activity the risks range from: 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as fractures, internal injuries, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death. I understand that the HPRD has advised me to seek the advice of my physician before participating in this activity. I understand that I have been advised to have health and accident insurance in effect and that no such coverage is provided for me by the HPRD or the Town of Highland. I know, understand and appreciate the risks that are inherent in the above listed programs and activities. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

**Hold Harmless, Indemnity and Release:** In consideration of permission for me to voluntarily participate in physical activity offered by the HPRD, today and on all future dates, I, for myself, my heirs, personal representatives or assigns, agree to defend, hold harmless, indemnify and release the Town of Highland, their officers, employees, agents, and volunteers, from and against any and all claims, demands, actions, or causes of action of any sort or account of damage to personal property, or personal injury, or death which may result from my participation in HPRD programs and services. This release includes claims based on the negligence of the Town of Highland, and their officers, employees, agents, and volunteers, but expressly does not include claims based on their intentional misconduct or gross negligence. I understand that by agreeing to this clause I am releasing claims & giving up substantial rights, including my right to sue.

**Consent for Emergency Treatment:** I authorize the HPRD and its designated representatives to consent, on my behalf, to any emergency medical/hospital care or treatment to be rendered upon the advice of any licensed physician. I agree to be responsible for all necessary charges incurred by any medical transportation, hospitalization or treatment rendered pursuant to this authorization.

**Fitness Center Rules:** Members must follow all rules and regulations of the HPRD Fitness Center, including behavior, personal hygiene, and wearing proper workout attire and sneakers. Members and guest must have their membership card swiped by the attendant. Personal gear must be stored in lockers during occupancy. Patrons should not leave personal belongings unattended such as purses, i-pods, wallets, cell phones, cameras, keys, eye glasses, etc. Lockers must be emptied daily. The HPRD is not responsible for lost or stolen items. Items left overnight will be subject to removal by building staff. All equipment must be used appropriately, in the manner for which use was intended, and in accordance with HPRD expectations. Alcohol, tobacco, and illegal drugs are prohibited in the Lincoln Community Center. No food shall be consumed in the fitness center except water or sports drinks. Beverage containers must be closable. Glass is not permitted. Cell phone use is prohibited in the fitness center, during group fitness classes and in locker rooms. Clothing designed for sport or activity is required. An athletic shirt (must cover chest, sides, stomach, & back), gym shorts or sweat pants, and athletic footwear (no open-toe shoes) are expected for any Highland Parks and Recreation fitness program or service. To minimize machine damage and aid in cleanliness, patrons are asked to work out in clean, dry clothing & shoes. Shoes carrying salt during the winter season are not permitted in the fitness center. Users are expected to wipe off machines/equipment after each use with the cleaner/towels provided. Patrons are asked to step away from weight and cardio machines during rest/recovery periods to allow access for others. Patrons are required to re-rack dumbbells, weights, exercise equipment prior to departure. Individuals under no circumstance are allowed to prop doors open or misuse fire exit doors. I understand permission to use the facilities may be revoked if there is a violation by myself or any member of my party to these rules and policies. Rules and regulations are subject to change without notice.