



Fairmont City Gym Membership Application



Applicant Information

First Name Last Name

Date of Birth Phone Email

Address

City State ZIP Code

Please choose a membership :

Live in Fairmont City \$60/yr + \$10 card fee Work in Fairmont City \$60/yr + \$10 card fee Fairmont City Employee \$10 card fee

Emergency Contact

First Name Last Name

Relationship Phone

Employer *(Required only if you selected work in Fairmont City)*

Company Name Company Phone

Address

Parent *(Required only if you are 16 or 17)*

First Name Last Name

Photo ID here



Fairmont City Gym Rules & Conduct Guidelines

Fairmont City strives to promote health and wellness in a safe and pleasant environment for all members. While every scenario is not covered in the following conduct guidelines, all members are expected to conduct themselves in a manner which is conducive to the safety and respect of others.

- The following actions/behaviors are strictly prohibited and may result in termination of membership privileges.
- Harassment or intimidation verbally or by physical actions, body language, or any type of inappropriate behavior.
- Physical contact with another person in a non-consensual, aggressive, or threatening way.
- Possession, use or being under the influence of alcohol or illegal chemicals while on the premises.
- Non-member guests/family members are not allowed to wait on you in the facility during your workout.
- Allowing a non-member to accompany you in the work out area may result in loss of your membership privileges.
- Possession of a weapon of any type is strictly prohibited on the premises.
- Theft or destruction of property will result in the loss of your membership privileges.
- No smoking inside the facility.
- No food or drink is allowed in the facility with the exception of water and sports drinks in a closed, unbreakable, spill proof container.
- Closed toe shoes must be worn in the fitness area.
- Re-rack all weights/plates to their designated areas.
- Wipe down machines and benches after use.
- Televisions, radio and lights must be turned off before leaving the premises.
- Do not tamper with the thermostat settings.
- Members ages 16 and 17 must be accompanied at all times by a parent who is also a member.

Members are encouraged to take the initiative for their own comfort and safety by respectfully communicating with any person whose behavior threatens their comfort to cease such behavior. Anyone who feels uncomfortable in confronting a person directly should report the behavior to a Fairmont City official. Members are also encouraged to report any violation of the gym rules to a Fairmont City official. For insurance purposes, the Fairmont City Gym may be monitored by video surveillance cameras.

SIGNATURE

By submitting this application, I understand that I may be under video surveillance for business related purposes.

I certify that I have read and understand the gym rules and conduct guidelines and acknowledge that violation of them may result in the termination of my membership without refund.

I certify that I have examined all the information provided for my application and is true, correct, and complete.

Signature of applicant:

Date:

FAIRMONT CITY GYM

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of Village of Fairmont City allowing me, the undersigned, to use these municipal facilities, specifically including the Fairmont City Gym, I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to use Fairmont City facilities and equipment and participate in Fairmont City events; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to use Fairmont City facilities and equipment and participate in Fairmont City events. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to use Fairmont City facilities and equipment and participate in Fairmont City events, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Fairmont City Gym.

2. I understand and acknowledge the risks and dangers associated with the use of Fairmont City facilities and equipment and participation in Fairmont City events, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment/property, equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the city and its staff, and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others at the Fairmont City Gym, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my use of Fairmont City facilities and equipment and participation in Fairmont City events.

3. I agree to be familiar with and to abide by the Rules and Regulations established for the Fairmont City, including but not limited to any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while at the Fairmont City Gym, and the condition and adequacy of my equipment. I understand that the City and/or its employees or officers have the right to control or prohibit my use of certain types of equipment that are deemed unsafe or inappropriate for the Fairmont City Gym.

4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Village of Fairmont City, their elected officials, employees, and agents, police, fire and/or safety personnel of the Village, (Individually and Collectively, the "Released Parties"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my use of Fairmont City facilities including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

5. I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
...Continued

Print Name Date of Birth
Address City State ZIP Code
Phone
Signature Date