



# Veterans Memorial Community Center Membership Enrollment Form



Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_  
 DOB \_\_\_\_\_ Email \_\_\_\_\_  
 Address \_\_\_\_\_ **MEMBER ID #** \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
 Emergency Contact \_\_\_\_\_ Relationship \_\_\_\_\_ Phone Number \_\_\_\_\_

### MEMBERSHIP TYPE:

- MONTHLY**  
 Youth/Senior  
 Single  
 Dual  
 Household
- ANNUAL (12 months)**  
 Tivity: Silver Sneakers / Prime / Renew Active  
 ID# \_\_\_\_\_  
 Silver & Fit  
 ID# \_\_\_\_\_  
 OptumHealth / Fitness Passport / Healthy Contributions (AARP)  
 ID# \_\_\_\_\_
- PAID IN FULL:** \_\_\_\_\_ # months
- CORPORATE DISCOUNTS:**  
 City Employee  
 Flint Hills  
 CHS  
 Military

FULL NAME of OTHER MEMBER(S)	RELATIONSHIP <i>(i.e. spouse, son, daughter)</i>	DOB	ALTERNATE PHONE # EMAIL ADDRESS	MEMBER I.D.#

### ENROLLMENT FEE:

A non-refundable, non-transferrable enrollment fee of \$ \_\_\_\_\_ will be charged upon activation of a membership and will be a one time fee unless the membership lapses and is not reactivated within 6 months.

### MEMBERSHIP DUES:

- Paying in Full - Monthly dues not required**
- Monthly Membership Dues:** The fees for this membership are \$ \_\_\_\_\_ automatically payable the 1st- day of the month by Electronic Funds Transfer starting on the 1st of the month following the date of this agreement. Billing cycle timeline runs from the 1st of the month to the 30th/31st of the month. A \$55.00 fee, and any additional fees from the issuing bank, will be assessed to any membership payment which is declined or returned.
- Monthly Payment Plan Authorization:** The City of Inver Grove Heights Aquatic/Fitness Center offers the most secure and convenient payment methods available.

Please check the one method of your choice. **You are responsible for updating your payment information with us prior to the next billing cycle.**

- Credit Card  Debit Card Acct. No. \_\_\_\_\_ Exp. Date \_\_\_\_\_ 3-digit code \_\_\_\_\_

### FEES

The non-refundable, non-transferrable Enrollment Fee is \$ \_\_\_\_\_.

### Monthly Members:

First Month's Payment (pro-rated to accommodate the billing cycle) is \$ \_\_\_\_\_ plus tax.

**Paid In Full Members:** # of months paid: \_\_\_\_\_ at \$ \_\_\_\_\_ /each \$ \_\_\_\_\_.

**Next Renewal Date:** \_\_\_\_\_

**The total due today is** \$ \_\_\_\_\_ with tax.

### AUTOMATIC RENEWAL AND CANCELLATION POLICY

Individuals purchasing memberships will have 72 hours from the date and time of purchase to cancel their membership in writing. A non-refundable \$25.00 application fee will be charged. The minimum commitment for a monthly membership is month to month with a 30-day written cancellation notice is required. Monthly memberships automatically renew on a month-to-month basis. Memberships are non-refundable and non-transferrable. An enrollment fee will be charged if membership lapses for more than 6 months.

### AUTHORIZATION

I authorize The City of Inver Grove Heights, 8055 Barbara Avenue, Inver Grove Heights, MN 55077, to initiate electronic entries to my account listed above and have agreed to terms listed on the authorization. I authorize Center to charge initiation fees, monthly dues, taxes, late fees and delinquency charges to my account. The authorized payment withdrawal date will be on the 1st of each month.

**I have read and agree to the terms on the front and back of this contract.**

Account Holder's Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized by VMCC Representative: \_\_\_\_\_ Date \_\_\_\_\_

### For Office Use Only:

Email Entered  Emergency Contact Entered  All Pictures Taken or note on Individual(s) in MAX  Guest Passes Entered

Log-In Credentials Entered  All Adult Signatures on Contract or note on Individual(s) in MAX and post-it note attached here

Insurance Reimbursement Enrollment Instructions Given

Tivity /Silver Sneakers / Silver & Fit / AARP / Other — Eligibility verification with ID Number

Form Revision Date

ADMIN STAFF : Insurance Information Entered  NOTES: \_\_\_\_\_

2/25/21

## **MEMBERSHIP AGREEMENT**

### **MEMBERSHIP**

The classification of members, the amount of fees payable by the members of each class, the suspension and expulsion of members and all other matters affecting or relating to the membership shall be under the complete control of The City of Inver Grove Heights (herein referred to as the Center). The fees applicable to any type of membership and any other charges imposed by the Center may be amended at any time.

**Nondiscrimination:** It shall be the policy of the Center to accept applications for membership from any individual, couple, or business of good character and reasonable credit background without regard to race, creed, color, sex or national origin.

**Waiting List:** If membership has reached the limit set by management, new applications will be reviewed and when approved for membership will be placed on a waiting list. When a membership is available, the new application will be eligible for membership under the Terms and Conditions and Membership Fees structure in effect at that time.

### **MEMBERSHIP CATEGORIES**

**Resident** – Any person living within the city limits of the City of Inver Grove Heights.

**Non-Resident** – Any person living outside of the city limits of the City of Inver Grove Heights.

**Senior/Youth** – any person who is under 17 year old or 60 years of age and older.

**Single** – any person between the ages of 18 year old to 59 years of age

**Single + 1** - 2 people living in the same household. Proof of address is required

**Household** – Two (2) adults living together in the same household with proof of address and up to four (4) dependents age 25 and under.

Children (25 years of age and under), enrolled in college and living away from home while attending classes, qualify if their primary address when not attending college is the same as their mother or father. Foster children and/or exchange students residing in a household for at least 6 months will also be considered a family member (proof of address needs to be provided).

**Nanny/PCA** – A PCA/Nanny membership is available. They will receive a membership card and will be added to the membership file. **They are ONLY able to use the facility when accompanying the minors.**

### **FEES AND OTHER CHARGES**

**Fees:** The Center shall, from time to time, determine the amount and terms of payment of dues which shall be payable by the members each year. The obligation to pay dues is not dependent on the availability of all the Center's amenities. Tournaments, construction, renovations, repairs and/or maintenance of the amenities may make it necessary for the Center to restrict use of one or more of the amenities or to temporarily close the Center which will not reduce or suspend the memberships obligation for payments or dues.

**Each member is responsible for updating the Center regarding any changes or updates to the payment information. This includes a closed account or a new credit/debit card.**

**Late/Returned Item Charges:** A \$5 fee will be assessed immediately to accounts that are returned due to insufficient funds, closed account or need new account info. A \$25.00 late fee and \$35 returned item fee will be assessed to any member failing to make payments by the end of the month. This includes all payments that do not go through as a result of account closed, stopped payment, insufficient funds or similar circumstances. Guest will be responsible for any additional chargeback fees from the issuing bank. Closed accounts or stopped payments may result in termination of membership, at Center's discretion, but will not absolve member(s) of all other contractual obligations.

**Delinquent Accounts:** Members failing to make payment within thirty (30) days will be classified as delinquent and will be responsible for all collection costs including attorney and other collection fees and that of any fees or add-on addendum.

### **TERMINATION/SUSPENSION OF MEMBERSHIP**

The Center reserves the right at any time to terminate the membership of any member for failure to comply with any of the Rules and Regulations adopted by the Center or for conduct the Center determines to be improper or contrary to the best interests of the Center. The rules and regulations are posted on our website and are updated from time to time. The terminated member will be required to immediately return his/her membership card to the Center. The membership of any member who is thirty (30) days in arrears in his/her account to the Center may, at the discretion of the Center, be suspended or terminated by the Center without notice.

### **MEDICAL EXAMINATION**

All members are strongly encouraged to have a complete physical examination by a medical doctor prior to beginning any work out program or strenuous new activity. If a proposed member has a history or family history of heart disease, he/she should consult a physician before joining the Center.

### **MEDICAL LEAVE/LEAVE OF ABSENCE**

If you need to take a medical leave, we can put your membership on hold. A doctor's signature is recommended for proof of leave time necessary. Your membership will then continue for 3 months after your signed contract renewal date. You will not be billed or required to pay for the months on medical leave but will have an extension on the membership once the leave is over. You are allowed to take one month at a time, but not to exceed the three months. Check with Guest Services for our current On Hold Policy. You are required to fill out a notice of On Hold and provide the necessary documentation if needed.

### **ACKNOWLEDGEMENT AND 3 DAY NOTICE**

This Agreement is not effective until you and an authorized representative sign and date it. You acknowledge that you received a completed copy of this Agreement and you understand that: You may cancel this Agreement at any time within 72 hours of signing this agreement, including Sundays and Holidays that the Center is open. To cancel this Agreement, mail or deliver a signed and dated notice which states that you the buyer are canceling this Agreement, or words of similar effect. Such notice shall be sent or delivered to The Grove Aquatic/Fitness Center, 8055 Barbara Ave., Inver Grove Heights, MN 55077. Refunds will be processed within 30 days.

### **SEVERABILITY**

These provisions of this contract are severable and if any provision is determined to be illegal or unenforceable, the remaining provisions and any partially enforceable provisions shall nevertheless be enforceable. The Center's failure to enforce any remedy or provision in this contract shall not be construed as a waiver of such remedy or provision.

### **GOVERNING LAW**

This contract shall be construed in accordance with the laws of the State of Minnesota with jurisdiction and venue deemed proper in Dakota County, Minnesota.

### **INTEGRATION-ENTIRE AGREEMENT**

This contract constitutes the entire and exclusive agreement between the parties and cancels and supersedes prior promises, representations, understandings, and/or agreements between the parties. This agreement may be modified only by an instrument in writing signed by all parties; however, the Center or any assignee of this agreement are authorized to correct patent errors in the agreement (and other related documents).

*This document is available in an alternate format upon a 3-day business request. Please contact Tammy Abrahamson (651-554-3442) to make a request. Examples of alternate formats may include: large print, Braille, audiocassette. The City of Inver Grove Heights is willing to provide reasonable accommodation to allow effective communication and participation in programs and activities. Call Tammy Abrahamson (651-554-3442) to make your preferences known.*

### **TENNESSEN WARNING:**

The information requested on the enrollment form will be used to verify eligibility and determine staff, facility and equipment needs. The information you provide may be provided to City staff, volunteers, legal counsel, insurers and auditors. Although you are not legally required to disclose the information requested, failure to do so may prevent you or your child(ren) from participating in the some activities or programs. Participation is strictly voluntary. The membership you are registering for is not an essential service provided by the City.

### **ASSUMPTION OF RISK, RELEASE & INDEMNITY**

Although Center facilities, equipment, services and programs are designed to provide a safe level of beneficial exercise and enjoyment, their use naturally involves the risk of injury to you, your spouse, children, guests, or other members, whether you or someone else causes it. The risks include, but are not limited to: 1) injuries arising from my use of any exercise equipment, classes or machines, 2) injuries arising from my participation in supervised or unsupervised activities and programs in, on, and around the swimming and diving pools, water park, water slides, running track, gymnasium, ice arena, and any other areas of the Center, 3) injuries or medical disorders resulting from exercising at the Center including, but not limited to, heart attacks, strokes, heat stress, sprains, broken bones and torn muscles or ligaments, and 4) accidental injuries within the facilities, including, but not limited to, the locker rooms, whirlpool, saunas, showers and dressing rooms. You agree that if you engage in any physical exercise or activity or use of any Center facility on the premises, including, but without limitation, personal, bodily or mental injury, economic loss or any damage, including theft, to you, your spouse, children, guest or anyone else using the facilities, and any loss or theft of any personal property. 5) acknowledge that COVID-19 has been declared a world-wide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. The City has enacted preventative measures to reduce the spread of COVID-19. The City, however, cannot guarantee that participants in the Activity will not become infected with COVID-19. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk I may be exposed to or infected by COVID-19 by participating in the Activity. I warrant that I do not have any symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath or difficulty breathing, chills, or muscle or body aches; or have a suspected or confirmed diagnosis of COVID-19. I agree to comply with all rules related to the Activity including policies related to social distancing and personal hygiene to help prevent the transmission of COVID-19. If I observe any unusual or significant hazard during my participation in the Activity, I will stop participating and immediately notify the nearest official.

You agree on behalf of yourself and your children (and all your personal representatives, successors, and assigns) to release and discharge Center and any of its affiliates, employees, agents, representatives, successors, and assigns any and the City of Inver Grove Heights and its employees and officials from any and all claims or causes of action (known and unknown) arising out of the negligence, whether active or passive, of Center or its affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of your use of Center equipment or facilities, improper maintenance, negligent instruction or supervision, and you slipping and falling while in any portion of the premises for any reason, including negligent inspection or maintenance. If there is any claim by anyone based on any injury, loss or damage described here, which involves you, your spouse, your guest, or children you agree to indemnify and hold harmless Center from any loss, liability, damage or cost Center may incur due to your presence at the Center facility. You further expressly agree that the foregoing release, inclusive as permitted by law in the State of Minnesota and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability and express assumption of risk and indemnity agreement. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, YOU ARE GIVING UP YOUR RIGHT TO BRING LEGAL ACTION OR ASSERT A CLAIM AGAINST CENTER FOR ITS NEGLIGENCE OR FOR ANY DEFECTIVE PRODUCT ON ITS PREMISES. YOU HAVE READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

### **RULES AND REGULATIONS**

I, my spouse and children acknowledge the existence and the need for Rules and Regulations including those governing the use of the Center's equipment and facilities and participation in programs and services. All members on this account agree to comply with those Rules and Regulations and to amendments or additions to them as the Center deems necessary. Current rules and regulations can be found on our website.

**Registration:** Members MUST check in and present their membership card or a photo I.D. each time they use the Center. Members requesting access to the Center without their membership card may be required to pay the usual daily fee.

**Attire and Equipment:** Proper attire is required for participants using the Center. Shirts and shoes are required in all public and recreation areas. No footwear other than appropriate shoes may be worn on courts. No cut offs or any form of street apparel will be allowed in pools. Nothing shall be left in the Center overnight unless the member has an assigned rental locker. Clothing or a towel is required when using the sauna.

**Code of Conduct:** The Center shall enforce adopted rules with regards to negative participant conduct while on site, including, but not limited to, smoking, profanity, rowdy or disruptive behavior, fighting, mischief, and alcohol/drug/or other substance use or possession. Veterans Memorial Community Center staff shall be the sole judge of what constitutes negative conduct and behavior covered by this policy. Center is a family based facility and all participants will be expected to conduct themselves accordingly. Participants who exhibit negative behavior will be either temporarily or permanently expelled from the facility. Center staff will involve the Inver Grove Heights Police, when necessary, to enforce this policy.

**Damages:** The cost to repair damage to the Center's property by a member, member's spouse and/or dependent children shall be paid by the member. The Center shall not be liable for any lost, stolen or damaged articles.

**Rules Inclusive:** The rules contained herein are not inclusive. Amendments to the Center's rules and regulations may be made from time to time as necessary. On all questions regarding the construction of the Center's rules and regulations, the decision of the Center will be final.

**Photographs of Participant:** I understand that photographs of Participants may be used in the City's promotional or other published materials. If Participant does not wish to be photographed or included in these materials, Participant must provide written notice of the same.

Acct Holder Signature: \_\_\_\_\_

Date: \_\_\_\_\_

As individual and as parent/legal guardian of :  
Name(s) of MINOR child(ren): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of other adult member(s): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_