



MADISON COMMUNITY CENTER

2022 MEMBERSHIP APPLICATION AND AGREEMENT

(Main) Last Name: _____ First Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Email: _____ Phone Number: _____
 Employer (if discounted): _____ Date of Birth: _____ Scan Card: _____

| ADDITIONAL MEMBERS (IF ANY) | Date of Birth | Gender | Scan Card (16+) |
|-----------------------------|---------------|--------|-----------------|
| Significant Other: _____ | _____ | _____ | _____ |
| Dependent: _____ | _____ | _____ | _____ |
| Dependent: _____ | _____ | _____ | _____ |
| Dependent: _____ | _____ | _____ | _____ |
| Dependent: _____ | _____ | _____ | _____ |

↻ Please Circle One ↻

| MEMBERSHIP PACKAGES | BASE PAYMENT PLANS | | | PREMIUM PAYMENT PLANS | | |
|---------------------|----------------------------|----------------------------|-------------------------|----------------------------|----------------------------|-------------------------|
| | <i>Annual Paid in Full</i> | <i>Monthly Bank Draft*</i> | <i>Month to Month**</i> | <i>Annual Paid in Full</i> | <i>Monthly Bank Draft*</i> | <i>Month to Month**</i> |
| FAMILY | \$605 | \$55.00 | \$80.00 | \$875 | \$75.00 | \$90.00 |
| ADULT + ONE | \$510 | \$45.00 | \$65.00 | \$785 | \$70.00 | \$80.00 |
| SENIOR + ONE | \$455 | \$40.00 | \$60.00 | \$730 | \$65.00 | \$75.00 |
| ADULT (19-64) | \$350 | \$35.00 | \$45.00 | \$620 | \$55.00 | \$60.00 |
| SENIOR (65+) | \$265 | \$25.00 | \$35.00 | \$540 | \$50.00 | \$55.00 |
| YOUTH (6-18) | \$185 | \$20.00 | \$30.00 | \$460 | \$40.00 | \$45.00 |
| WALKING | \$165 | \$15.00 | \$25.00 | N/A | | |

* SUBJECT TO \$100 CANCELLATION FEE | ** SUBJECT TO FIRST TIME INITIATION FEE/ NO DISCOUNTS APPLY

ASK SERVICE DESK ASSISTANT ABOUT THE SERVICES INCLUDED WITH BASE AND PREMIUM MEMBERSHIPS

Staff Use Only Below Line _____

___ DSU Student Upgrade

Membership Type: _____

(If Bank Draft) Monthly Payment Date: 2nd or 15th (MUST ATTACH VOIDED CHECK)

Membership Dues: \$ _____

Discount: _____ % (Corporate 10-15%; Surrounding Area 20%; First Responder/Military 15%)

Initiation Fee: _____ (For Month to Month Memberships only!)

Total: \$ _____

Office Notes:

(SIGNATURE REQUIRED ON BACK)

Waiver and Release Agreement

The Madison Community Center is committed to conducting its recreation programs and activities in a safe manner and holds the safety of participants in high regard. The Madison Community Center continually strives to reduce such risks, and insists all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants and parents/guardians of minors registering for this program/activity must recognize that there is an inherent risk of injury when choosing to participate in recreational activities. You are solely responsible for determining if you or your minor child/ward are physically fit and/or skilled for the activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant, disabled in anyway or recently suffered an illness, injury, or impairment, to consult a physician before undertaking any physical activity. Despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury when participating in any recreational activity/program. Understandably, not all hazards and dangers can be foreseen. Participants must understand that certain risks, dangers, and injuries due to acts of God, inclement weather, slipping, falling, equipment failure in supervision, premise defects and all other circumstances inherent to recreational activities/programs exist. In this regard, it must be recognized that it is impossible for the Madison Community Center to guarantee absolute safety. Please read this form carefully and be aware that in signing up and participating in this facility's programs/activities, you will be assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you and your minor child/ward might sustain as a result of participating in any and all activities connected with and associated with this facility's programs/activities. I recognize and acknowledge that there are certain risks of physical injury to participants in this program/activity, and I voluntarily agree to assume the full risk of any and all injuries, damages, or loss, regardless of severity, that my minor child/ward or I may sustain as a result of said participation. I further agree to waive and relinquish all claims my minor child/ward or I may have (or accrue to me or my minor child/ward) as a result of participating in this programs/activity against the Madison Community Center, City of Madison, and the state of South Dakota, including its officials, agents, volunteers, and employees [hereinafter collectively referred to as the Madison Community Center]. If I elect to use any area or equipment in the Madison Community Center, I am aware that I am doing so at my own risk. I agree to read and follow all safety signs and warnings. I acknowledge that it is my responsibility to ensure that I am using the equipment properly, using the proper exercise technique, in a manner that it is intended to be used, and exercising within my physical limitations to reduce risk on injury. I further acknowledge that the Madison Community Center staff is available for assistance upon my request by appointment to help answer my question, for equipment orientations and other services.

I do hereby fully release and offer discharge the Madison Community Center from any and all claims for injuries, damages, or loss that my minor child/ward or I may have or which may accrue to me or my minor child/ward arising out of, connected with, or in any way associated with this program/activity. If registering online, your online or facsimile signature shall substitute for and have the same legal effect as the original form signature. I do hereby consent to receive any medical treatment deemed advisable during my participation in the activities at the Madison Community Center. I have read this release and waiver of liability, assumption of the risk and indemnity agreement and consent to medical treatment, fully understand its terms, understand that I have freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by the law.

Membership Cancellation/ Refund Policy

If an individual is unable to continue their membership by reason of death or permanent disability, the member will be relieved from the obligations of this contract. Legitimate verification of the circumstances and cancellation must be presented in writing. If the member has prepaid, the pro-rated amount will be refunded. All refunds are subject to a \$25.00 service charge. Downgrading a membership is not allowed. (The Madison Community Center reserves the right at any time to terminate the membership of any Member for failure to comply with any of the rules, policies, and regulations adopted by the Madison Community Center. The terminated Member will be required to return his/her membership card to the Madison Community Center.)

The terminated Member will remain liable for the remainder of their contract period. Any Member who is thirty (30) days late with payment to the Madison Community Center may be terminated at the discretion of the Madison Community Center. A \$10.00 service charge is assessed for a check or bank draft that is returned insufficient.

Bank Draft Memberships— Annual monthly debit or month to month debit memberships received after the 10th of the month will have the 1st month pro-rated. The first will not count until the next month.

Annual Memberships— All annual memberships are non-refundable unless the person isn't able to continue by reason of death or permanent disability. A pro-rated amount will be refunded, minus a \$25.00 refund fee. Annual Monthly Debit memberships may break their contracts, but they must pay the \$100.00 early cancellation fee if the Member has had a membership for less than a year.

Cancellation Policy— Cancellation requests must be received by the 25th of the month to be effective for the start of the next month.

Membership Renewal Policy

For your convenience, members who have selected a monthly bank debit will have their annual membership renewed at the current membership rate, unless a notification in writing is received. To renew a paid-in-full membership, payment will need to be received before the contract expiration date. A \$25.00 service charge will be assessed upon renewal of membership contracts that have been previously cancelled due to moving or annual contracts that don't fulfill the term of the contract.

Membership Agreement

The classification of Members, the amount of dues payable by members of each class, the amount of fees, the suspension and expulsion of Members, and all other matters affecting and relating to the Members or Membership shall be under complete control of the Madison Community Center. Membership rates are subject to change without notification. All memberships are annual memberships. A \$10.00 service charge is assessed for a check or bank draft that is returned as insufficient. It shall be policy of the Madison Community Center to accept all applications for membership from an individual, couple, family, or business of good character without regard to race, color, creed, sex, national origin, or physical disabilities. The obligation to pay dues is not dependent of the availability of the Madison Community Center's facilities. Tournaments, repairs and (or) maintenance of the facility may make it necessary for the Madison Community Center to restrict use of one or more facilities or temporarily close the Madison Community Center that will not reduce or suspend the Members' obligation for payment of dues.

Additional Agreement Terms

Checking-in: No member will be admitted into the Madison Community Center without checking in or registering at the front desk of the Madison Community Center. An adult must accompany children under the age of six (6) at all times, unless the child is enrolled in a program. Children under the age of twelve (12) will not be admitted into the Madison Community Centre before 12:00 pm, unless an adult accompanies them or the child is enrolled in a program.

Guest Policy: All non-members must register and pay guest fees before entering.

Valuables and Personal Property: Members are asked not to bring valuables into the Madison Community Center or on its premises. The Madison Community Center management and employees are not reliable to storage, safekeeping, or damage of a member's property. The Madison Community Center is not responsible for any lost or stolen goods.

Damages: The cost to repair damage to the Madison Community Center's property by a Member, Member's guest and/or dependent children shall be paid by the undersigned.

Suspension of Membership: The Madison Community Center has the right to suspend any membership due to non-payment of dues, for violation of rules or policies, or for behavior deemed inappropriate for the facility.

Fitness Equipment: You must be at least FOURTEEN (14) years of age to use the fitness equipment located in the fitness room or around the walking track.

For a complete list of all membership rules and policies, please contact the front desk of the Madison Community Center

I hereby agree to accept the terms and conditions of this membership application and agreement. The undersigned shall receive the membership rights and privileges, and agrees to abide by all rules and policies of the Madison Community Center, which are subject to change without notification and which, in the opinion of the Madison Community Center Management, are deemed necessary and reasonable for the best interest of its members and the Madison Community Center.

Primary Member (or Parent/Guardian) Signature

Date