

Membership Agreement

Updated 12.14.2017



125 LIVE
 125 Elton Hills Drive
 Rochester MN, 55901
 507-287-1404
 www.125livemn.org

New Member
 Change In Existing Membership (indicate changes below):
 FROM: _____ TO: _____

MEMBER INFORMATION

*Primary refers to individual in charge of account (Billing, Mailing)

*Secondary refers to spouse. Only fill out if Dual Membership is selected

First Name (Primary)*	Middle	Last
First Name (Secondary)*	Middle	Last

MEMBERSHIP DETAILS & FEES

<p>New Membership Options:</p> <table style="width:100%;"> <tr> <td><input type="checkbox"/> Social - Single</td> <td><input type="checkbox"/> Social - Dual</td> </tr> <tr> <td><input type="checkbox"/> Fitness - Single</td> <td><input type="checkbox"/> Fitness - Dual</td> </tr> <tr> <td><input type="checkbox"/> Social & Fit - Single</td> <td><input type="checkbox"/> Social & Fit - Dual</td> </tr> <tr> <td><input type="checkbox"/> Community Fit - Single</td> <td><input type="checkbox"/> Community Fit - Dual</td> </tr> </table>	<input type="checkbox"/> Social - Single	<input type="checkbox"/> Social - Dual	<input type="checkbox"/> Fitness - Single	<input type="checkbox"/> Fitness - Dual	<input type="checkbox"/> Social & Fit - Single	<input type="checkbox"/> Social & Fit - Dual	<input type="checkbox"/> Community Fit - Single	<input type="checkbox"/> Community Fit - Dual	<p>Health Insurance Provider:</p> <p><input type="checkbox"/> Silver Sneakers # _____</p> <p><input type="checkbox"/> Silver & Fit / Active & Fit # _____</p> <p><input type="checkbox"/> Healthy Contributions (BCBS, Ucare, Health Partners) <i>*Need copy of Insurance Cards</i></p>
<input type="checkbox"/> Social - Single	<input type="checkbox"/> Social - Dual								
<input type="checkbox"/> Fitness - Single	<input type="checkbox"/> Fitness - Dual								
<input type="checkbox"/> Social & Fit - Single	<input type="checkbox"/> Social & Fit - Dual								
<input type="checkbox"/> Community Fit - Single	<input type="checkbox"/> Community Fit - Dual								

ACKNOWLEDGEMENT

I have read and understand the Membership Policy Terms and Agreement and 125 LIVE General Information and Policies. It is further expressly agreed that all exercises and treatments and use of equipment and facilities of 125 LIVE are and shall be undertaken at member's sole risk, and that the member assumes the risk of any injuries he or she may suffer while participating in any program affiliated with or offered by 125 LIVE, using any of the equipment or the facilities of 125 LIVE, and that 125 LIVE shall not be liable for any claims, demands, injuries, damages, actions or causes of action, whatsoever to the member or property arising out of or connected with the use of any of the programs, equipment, and/or facilities of 125 LIVE or of the property or premises where same are located, and the member does hereby expressly forever release and discharge 125 LIVE from all such claims, demands, injuries, damages, actions or causes of action, and from all acts of negligence, active or passive, and all other fault, on the part of 125 LIVE, its servants, agents or employees.

By signing this membership agreement, the signee has reviewed and concurs that all information is correct to the best of his/her knowledge and belief. The signee agrees to the above agreement and all terms and conditions listed on the front and reverse of this form. Furthermore, the signee agrees to accept financial responsibility for all individuals listed on this form

Primary Member Signature	Date
Secondary Member Signature	Date

Office Use Only

<p><input type="checkbox"/> Monthly Membership Fee: <input type="checkbox"/> <i>member support</i> <input type="checkbox"/> <i>\$10 change fee</i></p> <p>Enrollment Fee \$ _____ <input type="checkbox"/> <i>waived</i></p> <p>Dues \$ _____ <input type="checkbox"/> <i>pro-rated</i></p> <p>Total Due at Sign Up \$ _____</p> <p>_____</p> <p>Monthly Dues \$ _____ Start Date ____/____/____</p>	<p><input type="checkbox"/> Annual Membership Fee:</p> <p>Enrollment Fee \$ _____ <input type="checkbox"/> <i>Cash</i></p> <p>Annual Dues (pd in full) \$ _____ <input type="checkbox"/> <i>Check</i></p> <p>Total \$ _____ <input type="checkbox"/> <i>Card</i></p> <p>_____</p> <p>Effective ____/____/____ to ____/____/____</p>
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Accepted by _____ Date ____/____/____

Attached: EFT Information (monthly only) Documentation Insurance Form & Card Copy

Confirm: Photo Taken Healthy Contributions Ash Link (S&F) Trivity (Sil. Sn.) Constant Contact

In consideration of the mutual benefits to be gained by the performance of this Agreement, the parties hereto agree as follows:

1. Member's Acceptance Rules and Policies: Upon acceptance of this application by 125 LIVE, the Member hereby agrees to the terms and conditions of this Agreement. The Member has reviewed the membership rights and privileges and agrees to abide by all rules and policies of 125 LIVE, which are subject to change without notice. A complete list of our policies are located on our web site @ www.125livemn.org

2. Enrollment Fee: Any new member shall pay an enrollment fee. The amount of the fee is \$20 and will be paid upon enrolling as a member to 125 LIVE. The registration fee is a one-time-only charge, but if membership lapses for more than 60 days or if a spouse is added after the initial enrollment fee is paid, the Member is subject to the enrollment fee in effect at that time.

3. Dues: The Member shall pay membership dues. The amount of the dues, and the manner and time of payment, shall be established by 125 LIVE and may be changed from time-to-time. Member's obligation to pay dues is not dependent on the availability of all of 125 LIVE's facilities. Tournaments, repairs and/or maintenance of the facilities may make it necessary for 125 LIVE to restrict use of one or more of the facility areas or to temporarily close 125 LIVE, which will not reduce or suspend the Member's obligation to pay dues.

4. Suspending a Membership: The member has the right to suspend their membership for up to consecutive 3 months during a 12 month cycle. The member must complete a change of status form on the 1st through the 20th of the month prior to month to suspend dues. The member may suspend the membership for no less than 1 month and no more than 3 months. The membership rate will return to the dues rate stated on the original agreement on the month stated on the change of status form.

5. Membership Type: The member has the right to change their membership type. The member must complete a revised membership agreement form. Upgrades may occur at any time of the month. A \$10.00 administrative fee and the difference in pro-rated dues will apply and will be collected at the time of upgrade request. **Downgrade requests must be submitted by the 20th of the month.** The membership status change must remain in effect for 60 days or one billing cycle after any change. A \$10 membership change fee will apply. Annual membership can extend for another year or switch to monthly, in person or over the phone at no additional cost.

6. Waiver of Liability: The Member understands that although the 125 LIVE's facilities, equipment, services and programs are designed to provide a safe level of beneficial exercise and enjoyment, there is an inherent risk that use of such facilities, equipment, services and programs may result in injury or death to the Member. **It is expressly agreed that all exercises and treatments and use of equipment and facilities of 125 LIVE are and shall be undertaken at Member's sole risk, and that the Member assumes the risk of any injuries he or she may suffer while using any of the equipment or the facilities of 125 LIVE; and that the City of Rochester, 125 LIVE, and the officers, employees and agents of each shall not be liable for any claims, demands, injuries, damages, actions or causes of action, whatsoever to the Member, or property arising out of or connected with the use of any of the services, equipment, and/or facilities of 125 LIVE or of the property or premises where same are located; and the Member does hereby expressly forever release and discharge the City of Rochester, 125 LIVE, and the officers, employees and agents of each, from all such claims, demands, injuries, damages, actions or causes of action, and from all acts of negligence, active or passive, and all other fault, on the part of the City of Rochester, 125 LIVE, and their Board Members, employees and agents.** The Member is strongly encouraged to have a complete physical examination by a medical doctor prior to beginning any workout program or strenuous activity. If the Member has a history or family history of heart disease, Member should consult a physician before joining 125 LIVE.

7. Voluntary Cancellation: The Member may terminate membership after one full billing cycle or 60 days by providing notice on a membership cancellation form. Notice must be mailed or hand delivered to 125 LIVE during business hours. Notices received by 125 LIVE between the 1st and 20th of a given month will be effective at the end of the same month. A notice received between the 21st and the end of a given month will be effective at the end of the following month. Such voluntary termination shall not be deemed effective until after the expiration of notice period and after all required payments have been made by the Member to 125 LIVE.

8. Prepaid Dues: Prepaid dues are refundable after 90 days of the membership start date, and the request must be approved by 125 LIVE management. Any discount earned due to the prepayment will be deducted from any amount refunded due to the early cancellation.

9. Involuntary Suspension or Termination: 125 LIVE may suspend or terminate the membership of the Member, at any time and without notice, for the reasons including but not limited to those listed in "A" through "D" below. A suspended or terminated Member remains liable for all dues and other indebtedness incurred.

- A. If Member or Member's guest fails to comply with any of the rules or regulations adopted by 125 LIVE;
- B. If Member or Member's guest engages in conduct 125 LIVE determines to be improper or contrary to the best interest of 125 LIVE: or
- C. If the Member is thirty (30) days in arrears in his or her account to 125 LIVE.
- D. If the Member is found to have abused his or her membership type (ex. Using the Fitness Center while only having a Social Membership)

10. Delinquent Accounts: If the Member fails to make payment within thirty (30) days, in addition to being subject to involuntary suspension or termination, the account will be classified as delinquent and the Member will be responsible for all collection costs, including attorneys' and other collection fees, and any fees from add-on addendums.

11. Late or Return Item Charges: A twenty and no/100 dollars (\$20) late fee will be assessed to the Member for a returned check or credit card draft as a result of insufficient funds, account closed or similar circumstances.

12. Non-Discrimination: It shall be the policy of 125 LIVE to accept applications for membership from any individual, couple or business of good character and responsible credit background without regard to race, creed, color, gender, age, marital status, sexual orientation, status to regards to public assistance, disability or national origin.

13. Assignment of Agreement: Member may not sell, assign or transfer Member's membership rights under this Agreement.

14. Indemnity: Member hereby agrees to indemnify, hold harmless and defend 125 LIVE from and against any and all claims, losses, damages, injuries, costs and expenses, including court costs and reasonable attorney's fees, in any manner relating to or arising out of the acts or omissions, negligent or otherwise of Member, Member's guests, and/or anyone else for whose acts and/or omissions Member may be liable. The provisions of this paragraph shall survive the termination of this Agreement.

15. Damages: 125 LIVE shall not be liable for any lost, stolen, or damaged articles in the facility, parking lot, or offsite during such activities.

16. Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

17. Membership Information: Questions regarding membership at 125 LIVE should be directed to the Customer Service staff at 507-287-1404