



Marengo Park District

Serving the Community Since 1938

FITNESS CENTER AGREEMENT

MEMBERS NAME: _____

MEMBER OBLIGATIONS. This Agreement is a legally binding obligation for which I (henceforth the “member”) am financially responsible. If I have a prepaid membership, I acknowledge that the fee paid is not refundable under any circumstances. If I have a monthly membership, my membership will automatically renew after the month ends and I will continue to be billed according to my regular billing schedule unless I provide notice of cancellation. I agree not to conduct any kind of commercial or business activity in the Park District and will not act as a personal trainer for anyone within the Park District. I understand I am responsible for updating my address and contact information.

PRICES. From time to time, and not more than once per year, the Park District may need to increase the price of my membership fees. The Park District will give at least 30 days’ notice of any incoming price increase, and will make it very clear when the price increase will take effect and how much my membership will cost after the increase. During this period, I will have my usual right to terminate my membership in accordance with the membership terms and conditions. If I do not terminate the membership by the date given to me in the notice then the price of my membership will be increased in accordance with the notice provided.

PAYMENT AUTHORIZATION. For purposes of this payment authorization, the term "I" refers to the new member whose name appears on this document as the primary account holder and whose signature appears at the end of the document. "You" refers to the financial institution where I hold an account. I authorize you to pay membership fees on my behalf to Park District (or its designee) in the amount of the membership plan I have selected (inclusive of VAT at 20%). These payments will continue until I submit a written notice of cancellation of my membership to the Park District as instructed in this agreement. I agree I am bound by the membership payment terms and unpaid account balance due upon cancellation. I agree that you will be fully protected in honoring these direct debits and that your treatment of them and rights in respect to them are the same as if personally signed by me.

MONTHLY EFT DRAFT

I agree to pay a monthly payment based upon my status as either a: Senior, Student, Single or Military person by EFT Draft (Electronic Funds Transfer), after which the membership becomes self-renewing each month. This authorization shall remain in effect until a written cancellation notice is provided in accordance with the Membership Terms & Conditions. The Marengo Park District is authorized to increase charges, make withdrawals for monthly fees and assess a charge for any returned EFT draft in accordance with this Agreement. I understand that it is my responsibility to inform the Marengo Park District of any changes to the debit/credit card used for my monthly automatic draft.

Monthly membership fees are paid via automatic withdrawal from credit or debit cards through EFT Draft (Electronic Funds Transfer). Drafts occur on or around the same day of the month when you first

purchased your membership. In the event of an uncollected monthly EFT due to a declined credit card, a fee of \$25 will be assessed for past due membership payments not provided by the due date. The membership will be placed on suspension until payment is made.

I understand that if I terminate the agreement or stop the automatic membership payment arrangement in a manner not described in the agreement, I may be liable to the Park District for damages for breach of contract.

MINIMUM AGE. All membership holders of the Park District must be a minimum age of 18. High School students age 15-17 may be permitted to be a member but may only workout during staffed hours and must have a parent or guardian present with them.

CANCELLATION. I may cancel my membership by giving notice by filling out a cancellation form at the Park District. The notice will be effective on my renewal date provided there is at least a 7 day notice given from my renewal date and I will be required to pay all fees up until that date and any outstanding fees for other services already supplied to me, regardless of whether or not I use the Park District after the date of my notice. ***Upon cancellation of your membership your \$20 key fob deposit will be refunded.*** If collection or legal services are needed to collect any unpaid amount, I am responsible for all costs of collection, including solicitor's fees of the Park District. If I die or become totally or permanently disabled, upon reasonable written notice to the Park District with proof of the death or disability, either I or my estate may cancel this Agreement and receive a prorated refund of the unused portion of membership fees incurred.

FACILITIES AND SERVICES. The Park District reserves the right at any time to delete, discontinue, repair or replace the facility equipment without any effect on this Agreement. The Park District may be closed for up to two weeks each year for maintenance purposes.

NO STEROIDS. I understand that the Park District bans the use of steroids and I agree not to use, sell or exchange steroids on the Park District's premises.

LIMITATION OF LIABILITY. I agree that, except for any legal responsibility that Park District cannot exclude in law (such as for death or personal injury), Park District are not legally responsible for any: (i) losses that (a) were not foreseeable to me and them when the contract was formed or (b) were not caused by any breach on the part of Park District; (ii) business losses; or (iii) losses to non-consumers.

KEY FOB. I understand that only authorized members or guests may access the Park District and I am not permitted to share my key fob with anyone else. Key fobs are returnable and your \$20 deposit will be refunded upon return of the fob at the end of your membership. The key fob has been issued to enable me to securely access the Park District in accordance with the terms of my key fob immediately. ***If I require a replacement fob, I understand I will be charged \$10 for a replacement.***

PHYSICAL CONDITION AND MEDICAL I recognize and acknowledge that there are certain risks of physical injury while using the fitness center and I agree to assume the full risk of any injuries including death, damage or loss regardless of severity which I may sustain while using the fitness center.

I confirm that I am in good physical condition and have no medical reason or impairment that would prevent me from my intended use of the Fitness Center. I understand and acknowledge that the Park

District will not and cannot provide me with any medical advice. If I have any health or medical concerns now or after I join, I will discuss them with my doctor before using the facilities.

IDENTIFICATION REQUIREMENTS. I understand I may be expected to show proper identification when I enter the facility.

DAMAGED, LOST OR STOLEN PROPERTY. I understand that the Park District is not responsible for any of my personal property that is damaged, lost or stolen while in or around the park facility. I understand and agree that I am liable for all intentional damage I cause to the equipment or physical infrastructure of the Park District facility and will reimburse the Park District for any damage I cause.

LIABILITY FOR PROPERTY. The Park District is not liable to me for any personal property that is damaged, lost or stolen while on or around Park District premises including, but not limited to, a vehicle or its contents or any property left in a locker. If I cause any damage to the Park District, I am liable to the Park District for the cost of repair or replacement.

HOLD HARMLESS AGREEMENT. I hereby indemnify and hold harmless the Marengo Park District its agents, commissioners, officers, volunteers or employees of an from any and all liability for personal injuries and damages which I may hereafter sustain while participating in park programs and facilities against any and all claims arising through or from their failure to follow all coronavirus pandemic federal, state, and local guidelines..

COVID -The undersigned acknowledges that the use of Marengo Park District facilities is occurring during the coronavirus pandemic and hereby agrees to the following:

The Park District patron agrees to follow all current guidelines from the Centers for Disease Control, Illinois Department of Public Health, and all other state and local guidelines as they apply to limitations on gatherings, wearing of masks, cleaning protocols, or the serving of food.

The Marengo Park District reserves the right to not allow the patron access to facilities if it has reason to believe that coronavirus pandemic federal, state, and local guidelines are not being followed.

VIDEO NOTICE. I may not take unauthorized photos or videos anywhere in the Park District. I understand that the Park District uses unmonitored video surveillance and that key fob usage is logged, which both may be retained by the Park District for future use.

MISCELLANEOUS. This is the whole Agreement between the parties with respect to the Membership Terms and Conditions and supersedes any prior understandings or agreements of the parties whether written or oral, express or implied. With the exception of pricing changes from time-to-time as noted above, this Agreement may not be amended or modified except in a writing signed by both parties.

RULES AND REGULATIONS. I agree to follow any Park District rules posted at the fitness center or communicated by Park District staff. The Park District may, in its sole discretion, modify its rules or policies without notice at any time.

FITNESS CENTER RULES AND PROCEDURES

1. Key fobs may only be used by the registered member. No one else may enter with the member using the same key fob. Key fobs may not be shared or given to someone else. Failure to comply will result in your membership being terminated.
2. Members must swipe their fob at the front door after hours or at the front desk during staffed hours to use the fitness center.
3. If a membership expires over a weekend it will not be renewed until Monday morning.
4. Guests are not allowed during hours when the front desk is not staffed.
5. Members, and guests must wear appropriate workout attire including: no open-toed shoes, open-heeled shoes, boots, sandals, or casual shoes, Shirts must be worn at all times. During inclement weather, members are expected to change shoes prior to use.
6. Members should store all personal belongings in cubbies provided in the fitness center, items are not to be stored on the fitness floor.
7. The Marengo Park District is not responsible for lost or stolen items
8. Restrooms are accessible in the locker rooms after hours.
9. Members should bring their own water bottle as water fountains will not be accessible after hours.
10. Members should wipe down all equipment after each use and return all weights/equipment to proper location in consideration of other members.
11. Members should not drop, throw or bang weights and should not use excessive grunting noises.
12. Members must treat all equipment in an appropriate and proper manner.
13. Members may not attempt or go through the gated areas or touch or use anything in the front desk area after staffed hours.
14. Members must conduct themselves in a respectful, professional manner at all times respecting their fellow members and park staff at all times.
15. Members are not allowed to use loud, vulgar or abusive language. It will NOT be tolerated.
- 16. *Members may not use chalk in the fitness center***
17. Members may not bring their own personal trainer into the center without prior approval.
18. Members may not use video and/or photography in the fitness center without prior approval.
19. Member hours, fees, rules and regulations are subject to change
20. Contact the front desk for more information, suggestions or concerns at 815-568-5126 or email info@marengoparkdistrict.org.

As a Member, I agree to abide by and conform to the rules, regulations and policies of the Marengo Park District. Marengo Park District reserves the right to terminate the membership of any member who does not comply with the rules, regulations and policies of the Marengo Park District. By acknowledging electronically or in writing, I affirm, understand and agree to the Guest Park District Usage Terms and Conditions, Payment Authorization, Membership Terms & Conditions and Privacy Policy found at www.marengoparkdistrict.org

I have read and fully understand all the terms and conditions of this agreement. A copy of this agreement is available upon request.

MEMBER SIGNATURE: _____ \

DATE: _____