

MEMBERSHIP AGREEMENT

Payment - The individual named on the reverse side (hereinafter referred to as "Member") agrees to pay the Cheyenne County Community Center (hereinafter referred to as "The Center") the amount agree to in the "Payment Plans" or "Annual Fee."

By paying the "Annual Fee" or by paying with one of the "Payment Plans" the "Member" hereby purchases a membership from "The Center" commencing on the date established by the plan for a term of 12 months. By choosing the "Automatic Withdrawal Plan" the membership will automatically renew each year unless the "Member" decides to discontinue the plan. This membership may not be transferred by the Member nor canceled except as provided below.

You may cancel this agreement only if you become permanently disabled and provide written evidence of this disability to "The Center" at 627 Toledo Street, Sidney, NE 69162. Failure to use the facilities at "The Center" will not relieve you of the obligation to pay for the membership in full.

All members upon entering "The Center" shall scan in with their membership key tag at the front desk. Members shall observe any reasonable clothing regulations established by "The Center" for the exercise areas.

RELEASE OF LIABILITY – READ BEFORE SIGNING

In consideration of being allowed to utilize in any way the Cheyenne County Community Center, its related events and activities, I _____, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in utilizing the Community Center is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my utilization; and,
3. I willingly agree to comply with the stated and customary terms and conditions for utilization. If, however, I observe any unusual significant hazard during my presence or usage, I will remove myself from participation and bring such to the attention of the Cheyenne County Community Center immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE Cheyenne County Community Center, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT

X _____ Date signed: _____ X _____ Date signed: _____
Member's Signature Member's Signature

X _____ Date signed: _____ X _____ Date signed: _____
Member's Signature Member's Signature

(EVERY MEMBER OF THE HOUSEHOLD 18 YEARS & OLDER MUST SIGN THE MEMBERSHIP AGREEMENT)

FOR PARENTS/GUARDIANS OF MEMBERS OF MINORITY AGE
(UNDER 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this member, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or utilization of the Cheyenne County Community Center as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X _____ Date signed: _____
Parent/Guardian's Signature

Member and The Center acknowledge that this agreement constitutes the full agreement between them. The Center makes no warranties and no representations, express or implied, other than those set forth in this agreement. Member's sole and exclusive remedy in the event of the breach of this agreement by "The Center" shall be cancellation of this agreement.

I/WE UNDERSTAND THAT I/WE MUST COMPLY WITH ALL RULES AND REGULATIONS OF THE CHEYENNE COUNTY COMMUNITY CENTER. I/WE ARE AWARE THAT ADMISSION TO THE CENTER IS ONLY BY USE OF MY/OUR MEMBERSHIP CARDS OR PAYMENT OF THE DAILY FEE. MY/OUR MEMBERSHIP APPLICATION COMMITS ME/US TO A ONE-YEAR MEMBERSHIP.

Signature of Member or Date Signature of Date
Parent Signature, if Member is a Minor Center Staff