

# Membership Agreement & Voluntary Waiver and Release from Liability

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_ Membership Start Date: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone (home): \_\_\_\_\_ Cell: \_\_\_\_\_

Employer: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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I, on behalf of myself, and my heirs, executors, administrators, and assigns, and in consideration of my membership to, and use of the services, equipment, and facilities offered by, the Taylor Fitness Center on the campus of Mars Hill University, hereby acknowledge understanding of and my agreement to the terms of this Membership Agreement & Voluntary Waiver and Release from Liability ("Agreement"), as follows *[please initial beside each paragraph and sign where indicated below]*:

\_\_\_\_\_ 1) My membership to the Taylor Fitness Center shall begin as of the date specified above and shall continue on a month to month basis. I shall be responsible to pay Mars Hill University a user fee of \$30.00 per month. (I may also elect to pre-pay for a 6 month period at the discounted rate of \$150.00.) This user fee shall entitle me to use the Taylor Fitness Center during the regular hours of operation. The Taylor Fitness Center will be closed for all University holidays, scheduled breaks, and other times deemed necessary, in the sole discretion of the University, due to special events or scheduling. There will be no adjustment to the user fee to account for times when the Taylor Fitness Center is closed by the University, and that use of the Taylor Fitness Center outside of operating hours is prohibited and may result in immediate termination of membership. A Mars Hill University ID card will be issued to me and is not transferable. I must present the ID card to access the Taylor Fitness Center, and I must sign-in at every visit. Lost ID cards are replaced at a cost of \$15.00 payable to Mars Hill University. No individual under 18 years of age is permitted to use the equipment within the Taylor Fitness Center.

\_\_\_\_\_ 2) I am expected to follow rules of common courtesy and proper behavior, as well as all other campus policies and procedures. Mars Hill University reserves the right to remove me from the facility and/or to cancel this membership at any time and for any reason, including for inappropriate behavior or language, as determined solely by the University.

\_\_\_\_\_ 3) I hereby affirm that I am in good physical condition and that I do not suffer from any known condition that would prevent my use of the equipment and facilities at the Taylor Fitness Center and that I know it is my responsibility to consult with a physician before engaging in physical activity. Taylor Fitness Center does NOT provide personal trainers or personnel certified to instruct me on my needs or regarding the use of equipment within the Taylor Fitness Center, and Mars Hill University, nor any of the Releasees (defined below) are responsible for any problems that may develop as a result of my use of the Taylor Fitness Center.

\_\_\_\_\_ 4) I am responsible to clean each piece of equipment after my use, with the materials provided by the University, and to report any broken or damaged equipment immediately. I am also responsible for

safeguarding my personal property while in the Taylor Fitness Center, as I understand Mars Hill University is not responsible for lost, damaged, or stolen personal property.

**IN CONSIDERATION OF BEING PERMITTED TO USE THE TAYLOR FITNESS CENTER, I FURTHER UNDERSTAND AND AGREE TO THE FOLLOWING [PLEASE READ CAREFULLY AND INITIAL BESIDE EACH PARAGRAPH]:**

\_\_\_\_\_ 5) **ASSUMPTION OF RISK:** I acknowledge that my membership to the Taylor Fitness Center and subsequent use of the services, equipment and facilities offered by the Taylor Fitness Center is voluntary and at my own risk. I am aware of the risks of participating in and use of the services, equipment and facilities offered by the Taylor Fitness Center, including the possibility of injury, death, sprained muscles, broken bones, or other bodily injuries. Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to use the Taylor Fitness Center, I, on behalf of myself, my family, heirs, and personal representative(s), voluntarily accept and assume all of the risks of injury, loss of life or damage to property associated therewith. I hereby release, waive, forever discharge, and covenant not to sue Mars Hill University, and its Board of Trustees, officers, agents, employees (administration, faculty or staff), students, successors and assigns, (collectively "Releasees"), from any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, while I am in the Taylor Fitness Center, or using the services, equipment or facilities of offered by the Taylor Fitness Center.

\_\_\_\_\_ 6) **GENERAL RELEASE:** I hereby release, indemnify and hold harmless Releasees from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically, including, but no limited to, any claim for negligence or negligent acts or omissions, and any claim, loss or liability for injury to person or property that I may suffer, for which I may be liable to any other person, that may or does arise while I am in the Taylor Fitness Center, or using the services, equipment or facilities offered by the Taylor Fitness Center. **This release is not limited in scope, but is a general release of all matters pertaining to my membership within and entrance into the Taylor Fitness Center, as well as of all matters pertaining to my use of the services, equipment and facilities offered by the Taylor Fitness Center.**

\_\_\_\_\_ 7) This Agreement shall be construed in accordance with the laws of the State of NC. **I EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE FOREGOING WAIVER, GENERAL RELEASE, INDEMNITY AND ASSUMPTION OF RISK, ARE INTENDED TO BE AS BROAD AND ALL INCLUSIVE AS PERMITTED BY LAW IN THE STATE OF NORTH CAROLINA, AND THAT TO THE EXTENT ANY PROVISION IS FOUND TO BE INVALID, THE BALANCE OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.**

\_\_\_\_\_ 8) In signing this Agreement, I acknowledge and represent that: I have been given ample opportunity to carefully read this Agreement; I have read this Agreement; I understand and agree to its contents; and that I sign this Agreement as my own free act and deed. I further state that I am at least eighteen (18) years of age and fully competent to sign this Agreement and that I execute this Agreement for full, adequate, and complete consideration fully intending to be bound by the same.

BY MY SIGNATURE BELOW, I AFFIRM THAT I HAVE READ THE FOREGOING FULLY AND UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

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

Print Name: \_\_\_\_\_

MHC ID Number Issued: \_\_\_\_\_ ID Code: \_\_\_\_\_ - \_\_\_\_\_