

FACILITY USAGE AGREEMENT

Member Name: _____

Address: _____

Date of Birth: _____

Primary Phone: _____

Secondary Phone: _____

Email: _____

Family member(s): _____ Age: _____

_____ Age: _____

_____ Age: _____

_____ Age: _____

The undersigned (Member) is responsible for their usage of the fitness center (or facility), and for their family members' usage of the facility.

Health Attestation

The Member attests that he/she/they are fully able to participate in an exercise regimen of their design or choosing without undue risk. Please consult your primary care physician, assess your fitness levels, and follow all safety instructions before beginning this or any exercise program and nutrition plan.

Indemnification

_____: Member recognizes there are hazards and risks connected with physical fitness training. These risks include, but are not limited to, abnormal blood pressure, fainting, heart disorders and heart attack, dehydration, heat exhaustion, sprains, muscle strain, blisters, stress fracture, shin splints, tendonitis, cartilage tears, bursitis, back pain and bruising of joints. Exercise beyond one's physical limits and/or accidents involving exercise equipment may result in serious injury or death.

_____: Member agrees to defend, indemnify and hold the Town of Chugwater (Town) and the Platte County Parks & Recreation District (District) and all affiliates harmless against any and all claims of loss, damage, or expense arising out of the negligent or intentional action of Member. Member further agrees to release the Town and District, their officers, agents, employees, managers and/or affiliates from any and all liability arising out of injury to Member, and further agrees to defend, indemnify and hold Town and District, and all affiliates free and harmless against the same.

_____: Member acknowledges surveillance cameras are in use for the protection of the facility, its equipment and its members. Member hereby consents to being photographed and/or recorded for such purposes. Vandalism in any form will be prosecuted to the full extent of the law.

Facility Usage Dues

The Member agrees to pay either monthly or annual dues, indicated by selecting an option in the table below. Dues can be paid by cash or check at Chugwater Town Hall, 248 2nd St., Chugwater, WY 82210. Make checks payable to Town of Chugwater.

Type of Use	Price	Quantity	Total
Day Use	\$1.00/use	_____	\$ _____
Monthly Option	\$10.00/month	_____	\$ _____
Annual Option	\$100.00/year	_____	\$ _____
Access Fee per Fob	\$25.00/fob	_____	\$ _____

Each Access Fob shall be an additional Fob fee (each adult in the family should have an individual Fob).

Member Access

This usage agreement entitles the Member to access to the facility so long as all dues are current. Hours and specific location access are as follows:

Non-Member Day Use: Monday to Friday (non-holidays) 9am - 3:30pm (must acquire fob from Chugwater Town Hall by making daily use payment and leaving driver's license, military ID, passport, or positively identifiable photo ID)

Member Use: 24/7 Year around access (unless of unlikely closure event due to maintenance, natural disaster, holiday, community event etc.)

Personal & Group Training

Personal training and fitness classes may be offered by a private party trainer at the facility, the Community Ed director or the gym itself, but are not included in the member's membership dues. Town and District reserve the right to demand additional fees for any personal or group training that the Member chooses to participate.

_____: Use of equipment and participation in classes at own risk, acknowledge potential of serious injury including permanent disability and/or death.

Gym Rules & Participation

_____: Member hereby agrees to abide by all posted and un-posted safety guidelines and regulations while using the facilities and equipment. Member assumes sole responsibility for safety, understanding that supervision, instruction, or assistance for the use of the facilities will not be provided.

_____: Wipe down all equipment used after use. Please help keep this facility clean and disinfected.

_____: Accepts responsibility and risk of any lost/damaged/stolen property while in, on, or around the fitness center. (Lock your vehicle and keep your personal items with you at all times)

_____: Agrees to use equipment only as intended by manufacturer.

_____: Additionally, Member agrees to dress and conduct themselves in a manner deemed appropriate for a fitness center.

_____: Member shall not consume, sell or possess drugs, alcohol, or tobacco products within the fitness center.

_____: The Member agrees not to photograph or videotape anyone other than themselves within the fitness center.

_____: Use of equipment and participation in classes at own risk, acknowledge potential of serious injury including permanent disability and/or death.

PARENT/GUARDIAN AGREEMENT

(YOU ARE FULLY RESPONSIBLE FOR ANY AND ALL MINORS THAT ACCOMPANY YOU TO THIS FACILITY)

_____: No person 16 years of age or younger may use the fitness center without the accompaniment of a parent/guardian.

_____: The parent/guardian is responsible for the behavior, conduct, and well-being of minor(s) at all times.

_____: Parent/guardian accepts complete responsibility for any damages or harm caused by said children while in or around the facility. Please keep sick children home to prevent the spread of sickness or properly disinfect EVERY surface they may have touched.

MINOR AGREEMENT (ages 11-18)

_____: No minor under the age of 11 may use gym equipment.

_____: Minors between the ages of 11 and 16 must be accompanied by an adult.

_____: Minors 17 and 18 years of age must have a signed Facility Usage Agreement filed at Town Hall from their parent/guardian to use the fitness center.

_____: Town and District reserve the right to revoke the Member's access if these terms are violated.

Facility Usage Membership Cancellation

This facility usage membership may be cancelled by providing written notice, in person, at Chugwater Town Hall. If the facility usage membership contract is cancelled prior to scheduled expiration date, the Member agrees to pay a cancellation fee of \$25.

If the Member must cancel this gym membership contract due to military service or relocation to an area more than 25 miles from the fitness center, the Member may cancel without paying the cancellation fee.

Fob Access Agreement

_____: Member agrees to pay a \$25 fee per fob at the time of entering into this agreement and before acquiring an access fob. Fee will be returned upon the fob being returned in working condition to the Town of Chugwater.

_____: Family memberships requesting more than one fob agree to pay an additional \$25 per fob understanding that each fob is registered to one person only for security purposes and will record every door entry as the person it is assigned to. Should you misplace/lose your fob, please contact Town Hall or a facility manager immediately to avoid blame for potential vandalism should your fob be found/stolen by another person.

_____: Loss/replacement/damage of fob will result in an additional \$25 charge.

_____: Agrees to return fob upon cancellation.

_____: Only paid members will have 24/7 365 access. Town reserves the right to close without notice for building maintenance, certain holidays, community events, or natural disasters that may require closure. (This is an unlikely event.)

Binding Law

This fitness center usage contract shall be considered binding upon the Member, Town and District, and shall be upheld and enforced in accordance with the laws of Wyoming. Any legal proceedings related to this facility usage agreement shall take place in courts located in Eighth Judicial District, Platte County, Wyoming.

Acceptance

The below signed parties hereby enter into this facility usage agreement with one another in acknowledgement and acceptance of the terms listed above. Member certifies by signing that all information herein is accurate and truthful.

Town of Chugwater

SIGNED (Facility Rep): _____

DATE: _____

Member

SIGNED (Member): _____

DATE: _____

SIGNED (Member/Spouse): _____

DATE: _____

ADULT MEMBER SIGNATURE FOR MINOR(S): _____

MINOR'S NAME: _____

MINOR'S NAME: _____

MINOR'S NAME: _____

MINOR'S NAME: _____