



VIKING ACTIVITY CENTER

Membership Agreement and Acknowledgement of Risk

Carefully read and complete both sides of this form. Signing this form designates your agreement to the terms of membership and facility use, and acknowledges risk and consent.

Membership Issued: _____

Membership Expires: _____

MEMBERSHIP TYPE

<input type="checkbox"/> Family (Age 19 or older +1 or more in same household) \$400.00	<input type="checkbox"/> Individual (Age 19 or older) \$250.00
Primary Member: Age:	<input type="checkbox"/> Student (9th – 12th grade) \$ 80.00
Family Member: Age:	<input type="checkbox"/> College Student (Currently enrolled, ID required) \$120.00
Family Member: Age:	<input type="checkbox"/> Senior Individual (Age 60+) \$125.00
Family Member: Age:	<input type="checkbox"/> Senior Couple (One person must be age 60+) \$200.00
Family Member: Age:	Primary Member: Age:
Family Member: Age:	Family Member: Age:
Family Member: Age:	<input type="checkbox"/> Daily Pass Only \$10.00 each visit

PERSONAL INFORMATION

First Name:	Last Name:
Address:	
Home Phone:	Mobile Phone:
Please include me in Viking Activity Center email communication: <input type="checkbox"/> Yes <input type="checkbox"/> No	
If YES, please provide email:	

EMERGENCY CONTACT (All members must have one on file)

Name:	Relationship:
Home Phone:	Mobile Phone:

GENERAL MEMBERSHIP AGREEMENT

_____ (INITIAL) I understand that the key fob issued to me serves as my Viking Activity Center (“facility”) membership card and is required for admittance each time I visit. (\$25 replacement fee if lost)

_____ (INITIAL) I understand that admittance to the facility requires proper attire (clean gym clothes, socks, and sneakers). I also understand that food may not be brought in and beverages, where allowed, must be in a closed container.

_____ (INITIAL) I agree to demonstrate care in the usage of all equipment in the facility and understand that I may not bring in any outside/personal exercise equipment. I also understand that it is my responsibility to clean and put away equipment after each use.

_____ (INITIAL) I have read, understand, and agree to abide by the policies, procedures, rules, regulations and Code of Conduct of the Viking Activity Center. I also understand that my membership may be suspended or terminated at the discretion of the facility Management and/or Northwood-Kensett CSD Administration for failure to comply with the policies, procedures, rules, regulations and /or Code of Conduct.

HEALTH HISTORY SELF-ASSESSMENT

If you answer **YES** to any of the following questions, **please contact your physician and obtain clearance before proceeding with any athletic or fitness activities.**

1. Has your doctor ever said that you have a heart condition and/or that you should only perform physical activity recommended by a doctor?
2. Do you feel pain in your chest during physical activity?
3. Do you lose your balance because of dizziness or do you ever lose consciousness?
4. Do you have a bone or joint problem that could be made worse by a change in your physical activity?
5. Is your doctor currently prescribing any medication for your blood pressure, cholesterol level, or a heart condition?
6. Are you diabetic?
7. Do you have a respiratory condition such as asthma, bronchitis, or emphysema?
8. Are you epileptic or do you experience seizures?
9. Are you currently taking any prescription medications that would limit your participation in an exercise program?
10. Has your doctor advised you for any reason that you should not engage in an exercise program?

ACKNOWLEDGEMENT OF RISK AND CONSENT FORM

I understand that by signing this document, I am representing that I understand all of its terms and conditions and that I fully intend to be bound by the same. I also understand that I may wish to consult with my attorney prior to signing this document. In consideration of being allowed to use the Viking Activity Center ("facility") and/or participate in recreational programs or classes sponsored or offered by the facility, I hereby voluntarily execute this Acknowledgement of Risk and Consent Form. I represent that I am at least eighteen years old and competent to sign this form.

I understand that there are certain dangers, hazards and risks associated with my use of the facility and the equipment located therein ("the equipment"). I further understand that all risks cannot be prevented. In light of the risks associated with the use of the facility and its equipment, I may wish to consult with a physician or other health care provider regarding my current physical and mental fitness prior to beginning any physical fitness workout or regiment. I represent that I am physically and mentally able to use the facility and its equipment in a safe manner.

As a user of the facility, I shall follow all applicable facility rules, regulations, policies, procedures, code of conduct, and comply with all directives issued by the facility staff. I agree to refrain from the use of offensive or inappropriate language, wear appropriate exercise attire, use the equipment in accordance with its intended use, and respect the individual privacy of others utilizing the facility. I understand that a violation of any facility rules, regulations, policies, procedures, or code of conduct may result in disciplinary action up to and including suspension or expulsion from the facility. I understand and agree that the Viking Activity Center does not provide medical services or medical personnel at the facility. Therefore, I consent to emergency medical care should it be required. I represent that I am covered by adequate medical/health/accident insurance for any injury that I may suffer while using the facility. In the event I must be transported to a doctor or hospital for medical treatment, I acknowledge that the facility will not be obligated to provide such transportation, nor assume any responsibility for such transportation.

On behalf of myself, my family, and my heirs, I hereby agree to assume all risks associated with my use of the facility and its equipment, and I hereby release and discharge from liability and waive any legal action against the Viking Activity Center, Northwood-Kensett Community School District, its governing board, administration, and employees (collectively, "the released parties") for any personal injury, death, or property damaged I may suffer, due to any cause, including but not limited to the negligence of the released parties, arising out of or in any way connected to my use of the facility and/or its equipment.

I understand and agree that this document shall be construed in accordance with the laws of the State of Iowa. If any term or provision of this document shall be held invalid or unenforceable, the remaining terms and provisions shall remain in full force and effect.

Signature: _____ Date: _____

If under 18 years of age, parent or guardian must sign

STAFF USE ONLY

Reviewed by: _____

PAYMENT TYPE

CHECK / CK# _____

DEBIT CARD

CREDIT CARD

CASH

Total Amount Paid: _____

TERMS & CONDITIONS

1. THE FACILITY

- (a) The Facility shall be known as the "Viking Activity Center" ("Facility", "we", "us", "our")
- (b) Members of the Facility ("Members", "you", "your", "patrons", "they", "their", "themselves") are bound as a condition of membership of the Facility to comply with the terms and conditions of the Facility rules, regulations, policies, procedures, and Code of Conduct set out below (the "Terms"): This is to ensure that the facilities and equipment are properly and safely used and that all Members have full advantage of them without interfering with the enjoyment of others.
- (c) The Facility shall be operated as an entity owned by the Northwood-Kensett Community School District (hereinafter referred to as "the Owner") and located at 704 7th Street North, Northwood, Iowa 50459. The Facility will be administered by its Operations Manager and/or such persons as the Owner shall decide.
- (d) The Owner has sole responsibility for the control and operation of the Facility. The extent of the spaces and equipment of the Facility and any additions, deletions or replacements thereof shall be made at the Owner's reasonable discretion.

2. MEMBERSHIP

- (a) A membership with the Facility is annual. Full payment is due upon completing and signing the Membership Agreement and Acknowledgement of Risk form.
- (b) Your Membership Agreement will automatically renew on an annual basis, based on the expiration date of your current individual Membership Agreement. If you do not wish to renew your membership at the expiration date, written notice must be provided via a cancellation letter/cancellation email to the Facility Operations Manager. Memberships are non-transferrable and non-refundable, except for medical and health conditions, deployments, or extraneous circumstances with written verification. If you wish to request your membership be canceled prior to your membership expiration date, written notice must be provided via a cancellation letter/cancellation email to the Facility Operations Manager. Your request will be reviewed individually regarding any potential pro-rated refund.
- (c) Should your membership payment return for nonsufficient funds, your membership will be suspended until you make payment again. You will also be liable for any fees in order to cover the Facility's costs in this regard.
- (d) Each prospective Member acknowledges and warrants that he/she is in good health and is not suffering from any illness or medical condition or undergoing any treatment that would prevent him/her from being capable of using the facilities provided by the Facility.
- (e) Upon acceptance as a Member and every time you enter the Facility during your membership, you warrant and represent that you have no medical condition known to you that would prevent you from using the Facility in a safe manner.
- (f) We reserve the right to refuse membership to a prospective Member at our sole discretion. In such circumstances, we will not be obliged to enter correspondence or provide reasons for such refusal of membership, provided however that nothing in these Terms shall affect any of your statutory rights.
- (g) Facility membership may be terminated by us at any time in the following circumstances: (i) if you commit a serious or repeated breach of these Terms and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice; (ii) if any part of your membership fee remains unpaid 5 days after its due date for payment; (iii) if you provide us with false information when applying for membership and the false information would have reasonably affected our decision to grant you membership; or (iv) your conduct is deemed to be materially detrimental to the welfare, good order or character of the Facility or its Members. No refunds shall be given where the Facility terminates your membership pursuant to these Terms.
- (h) The Owner and management of the Facility reserve the right to require any Member, guest or other person to leave the Facility premises at any time in the interests of health and safety, or for any other reason which in the reasonable opinion of the Facility, necessitates such person leaving the Facility premises.
- (i) Membership is not transferable from person to person. This includes transfer between members of the same family.
- (j) We may withdraw use of all/part of the Facility and/or equipment for the purpose of undertaking maintenance work or any other works considered reasonably necessary. You agree that such disruption shall not amount to a breach of these Terms by us and that no compensation will be given for any such closure.
- (k) On acceptance of a Membership Agreement, Members will be issued a membership key fob which will remain the property of the Facility. Upon cancellation and/or termination of membership, the key fob must be immediately returned to the Facility. Failure to return the key fob to the Facility upon membership cancellation and/or termination will result in the (former) Member being responsible for payment of the key fob current replacement fee.
- (l) Members must produce their key fob on each visit in order to gain access to the Facility. Admission to the Facility may be refused if the Member does not produce their membership key fob.
- (m) Members who lose their membership key fob must pay the current replacement fee to replace it.
- (n) We reserve the right to restrict the number of persons using the Facility at any one time for health and safety reasons.
- (o) Members who are younger than the 9th grade must be directly supervised by an adult Member (age 19 or older).
- (p) Membership fees will be reviewed periodically and we reserve the right to increase fees as required. Members will be provided with prior notification of any such price change and will be permitted to cancel their membership if they do not accept any such price change.

3. VISITOR AND GUEST POLICY

- (a) Visitors and Guests shall be entitled to purchase the Daily Pass membership option, good only for use at the Facility on the single day of the purchase. All Visitors and Guests of the Facility using the Daily Pass membership option must complete the basic registration form at the initial time this option is purchased, and check in at the front reception desk each time thereafter the Daily Pass option is selected. Each visit the Daily Pass option is selected, the Daily Pass fee will be due. The Daily Pass membership is only available for purchase at posted times when the front reception desk is staffed. The charge for the Daily Pass option will be displayed at the Facility front reception desk and is subject to change from time to time without prior notice.
- (b) Members shall at all times be responsible for the conduct of their Visitor/Guest whilst on the Facility premises and shall ensure that such Visitors/Guests comply with these Terms. Visitor/Guest passes or other vouchers cannot be replaced if lost.
- (c) Members shall not knowingly introduce a Visitor/Guest who has been refused membership of the Facility or whose membership has been terminated, without first obtaining our approval.

- (d)** It is the responsibility of the parents or guardians of children under the 9th grade to supervise those children at all times while they are on Facility premises.
- (e)** Visitors and Guests are not permitted to use the Facility or equipment without first signing in at the Facility front reception desk.
- (f)** We reserve the right to refuse admission.
- (g)** No bags are allowed in the Gym or track areas.
- (h)** Members, Visitors, and Guests are responsible for ensuring that they operate the equipment in a safe and correct manner and in compliance with any rules displayed in the Facility. A member of staff should be consulted in the event that you are unsure of how to use or operate any equipment.

3. DRESS CODE

- (a)** Members, Visitors, and Guests are required to dress in a proper manner appropriate to the various Facility activities, and as stated in the Viking Activity Center Rules & Regulations.
- (b)** Clean sports shoes and socks are required when using the gym. No street shoes are allowed. A sweat towel must be carried while using gym equipment and patrons are required to wipe down equipment after use.
- (c)** Members, Visitors, and Guests must comply with the Facility's rules, regulations, policies, procedures, and Code of Conduct documents provided to you at the time of acceptance of the Membership Agreement, and as designated on signage posted throughout the Facility.

4. LIABILITY

- (a)** Each Member, Visitor, and Guest engaged in the activities and use of the Facility is responsible for ensuring that they are properly equipped, and that their state of health and physical condition are such as not to involve any risk to themselves, nor to any other person making use of the Facility.
- (b)** The Facility accepts no liability for accident, injury or death caused to any person whilst using the Facility or equipment. Patrons should make their own insurance arrangements in respect of any injuries which may be suffered by them or caused to them by any third party, whilst using the Facility or equipment.
- (c)** Patrons acknowledges that the Facility will not be responsible or held liable for the loss of any personal items or damage to personal property either on the Facility premises or in the Facility parking area.
- (d)** Patrons acknowledge that there are risks associated with use of the Facility that cannot be limited, including, but not limited to, risk of physical injury and death. Patrons acknowledge that an inherent risk of exposure to the COVID-19 virus or other contagious illnesses exists in any public place where people are present, in which the Facility cannot prevent you being exposed to, contracting, or spreading COVID-19 or other contagious illness while using the Facility.
- (e)** The Facility will use all reasonable endeavors to ensure that the Facility, apparatus, and equipment are maintained in good working order. However, certain areas of the Facility and/or equipment may be unavailable from time to time for health and safety reasons, repair or maintenance or for other circumstances beyond the reasonable control of the Facility.
- (f)** None of the provisions of these Terms shall in any way limit or exclude the Facility's liability in respect of death or personal injury when such liability cannot be limited or excluded by law.

5. COMPLAINTS AND DISPUTES

- (a)** Any complaints concerning the Facility or dispute or ambiguity about the interpretation of these Terms shall be referred to the Facility Owner/Operations Manager whose decision shall be final and binding.
- (b)** In the event that a Member disagrees with the Owner's/Manager's interpretation of these Terms, Members are not hindered in or excluded from their right to appeal any such decision. All complaints should be forwarded to the Facility Manager in writing or via email.

6. DATA PROTECTION

- (a)** In the course of your membership, the Facility may collect certain personal information about you including personal details and information about your health. This information will be used for purposes including managing and communicating with Members in connection with their membership. The Facility may also contact you for marketing purposes, unless you have opted out of receiving such communications. If you are an existing Member, we will only contact you by electronic means (such as email, voicemail or SMS) with information similar to where you have provided your consent to the receipt of such communications.
- (b)** The Facility may disclose the personal information of Members if it is under a duty to disclose or share such personal data in order to comply with any legal obligation, or in order to enforce or apply these Terms and other agreements; or to protect the rights, property, or safety of the Facility, the Owner, other Members, or others.