



Veterans Memorial Community Center

Membership Enrollment Form



Last Name _____ First Name _____ Middle Initial _____
 DOB _____ Email _____
 Address _____ Member ID# _____
 City _____ State _____ Zip Code _____
 Home Phone _____ Work Phone _____ Cell Phone _____
 Emergency Contact _____ Relationship _____ Phone Number _____

- Monthly (3 month minimum)** **Yearly (12 months)** **Paid In Full: # months** _____
- Student
 Senior
 Single
 Dual
 Household
- Military Active Corporate Discount
 Military Veteran City Employee
- Healthways: Silver Sneakers / Prime ID# _____
 Silver & Fit ID# _____

Health Insurance Discount
 Credits are 2 months behind the billing month.
 (Additional Forms may be required to fill out and a copy of insurance card required)

Blue Cross Blue Shield
 HealthPartners
 Medica
 Preferred One
 Vitality Wellness (credits not given)

FULL NAME	RELATIONSHIP (spouse, child, etc.)	DATE OF BIRTH	ALTERNATE PHONE #	MEMBER I.D.#

Enrollment Fee: A non-refundable, non-transferrable enrollment fee of \$ _____ will be charged upon activation of a membership and will be a one time fee unless the membership lapses and is reactivated.

Monthly Membership Fee/Billing Timeline: The fees for this membership are \$ _____ automatically payable between the 1st-5th day of the month by Electronic Funds Transfer starting on the 1st of the month following the date of this agreement. Billing cycle timeline runs from the 1st of the month to the 30th/31st of the month. A \$55.00 fee, and any additional fees from the issuing bank, will be assessed to any membership payment which is declined or returned.

Monthly Payment Plan Authorization: The City of Inver Grove Heights Aquatic/Fitness Center offers the most secure and convenient payment methods available. Please check the one method of your choice. **You are responsible for updating your payment information with us prior to the next billing cycle.**

Credit Card Debit Card Acct. No. _____ Exp. Date _____ 3-digit code _____

Paying in Full-Monthly dues not required

I hereby authorize any delinquent dues, late fees or charges to be automatically paid by the aforementioned method chosen.

I hereby authorize any delinquent dues, late fees or charges to be automatically drafted by the fore mentioned payment method chosen.

FEES

The non-refundable, non-transferrable Enrollment Fee is \$ _____.

Monthly Members:

First Month's Payment (pro-rated to accommodate the billing cycle) is \$ _____ plus tax.

Paid In Full Members: # of months paid: _____ \$ _____.

Next Renewal Date: _____

The total due today is \$ _____.

AUTOMATIC RENEWAL AND CANCELLATION POLICY

Individuals purchasing memberships will have 72 hours from the date and time of purchase to cancel their membership in writing to receive a full refund. All refunds are final and non-transferrable. Due to processing expenses and staff time, a non-refundable \$25.00 application fee will be charged. The minimum commitment for a monthly membership is 3 months and a 30-day written cancellation notice is required after minimum is met. Monthly memberships automatically renew on a month-to-month basis. Annual memberships and the 3-month minimum monthly membership are non-refundable and non-transferrable. An enrollment fee will be charged if membership lapses for more than 365 days.

AUTHORIZATION

On (today's date) _____ I authorized The City of Inver Grove Heights, 8055 Barbara Avenue, Inver Grove Heights, MN 55077, to initiate electronic entries to my account listed above and have agreed to terms listed on the authorization. I authorize Center to charge initiation fees, monthly dues, taxes, late fees and delinquency charges to my account. The authorized payment withdrawal date will be between the 15th-20th of each month.

I have read and agree to the terms on the front and back of this contract.

Your signature _____ Date _____

Authorized by _____ Date _____

MEMBERSHIP AGREEMENT

MEMBERSHIP

The classification of members, the amount of fees payable by the members of each class, the suspension and expulsion of members and all other matters affecting or relating to the membership shall be under the complete control of The City of Inver Grove Heights (herein referred to as the Center). The fees applicable to any type of membership and any other charges imposed by the Center may be amended at any time.

Nondiscrimination: It shall be the policy of the Center to accept applications for membership from any individual, couple, or business of good character and reasonable credit background without regard to race, creed, color, sex or national origin.

Waiting List: If membership has reached the limit set by management, new applications will be reviewed and when approved for membership will be placed on a waiting list. When a membership is available, the new application will be eligible for membership under the Terms and Conditions and Membership Fees structure in effect at that time.

MEMBERSHIP CATEGORIES

Resident – Any person living within the city limits of the City of Inver Grove Heights.

Non-Resident – Any person living outside of the city limits of the City of Inver Grove Heights.

Senior/Youth – any person who is under 18 year old or 60 years of age and older.

Single – any person between the ages of 6 mos. and 59 years of age

Single + 1 - 2 people living in the same household. Proof of address is required

Household – Two (2) adults living together in the same household with proof of address and up to four (4) dependents under age 25.

Nanny/PCA – A PCA/Nanny membership is available for an additional fee.

Children (25 years of age and under), enrolled in college and living away from home while attending classes, qualify if their primary address when not attending college is the same as their mother or father. Foster children and/or exchange students residing in a household for at least 6 months will also be considered a family member (proof of address needs to be provided).

FEES AND OTHER CHARGES

Fees: The Center shall, from time to time, determine the amount and terms of payment of dues which shall be payable by the members each year. The obligation to pay dues is not dependent on the availability of all the Center’s amenities. Tournaments, construction, renovations, repairs and/or maintenance of the amenities may make it necessary for the Center to restrict use of one or more of the amenities or to temporarily close the Center which will not reduce or suspend the memberships obligation for payments or dues.

Each member is responsible for updating the center regarding any changes or updates to the payment information. This includes a closed account or a new credit/debit card.

Late/Returned Item Charges: A \$5 fee will be assessed immediately to accounts that are returned due to insufficient funds, closed account or need new account info. A \$25.00 late fee and \$35 returned item fee will be assessed to any member failing to make payments by the end of the month. This includes all payments that do not go through as a result of account closed, stopped payment, insufficient funds or similar circumstances. Guest will be responsible for any additional chargeback fees from the issuing bank. Closed accounts or stopped payments may result in termination of membership, at Center’s discretion, but will not absolve member(s) of all other contractual obligations.

Delinquent Accounts: Members failing to make payment within thirty (30) days will be classified as delinquent and will be responsible for all collection costs including attorney and other collection fees and that of any fees or add-on addendum.

TERMINATION/SUSPENSION OF MEMBERSHIP

The Center reserves the right at any time to terminate the membership of any member for failure to comply with any of the Rules and Regulations adopted by the Center or for conduct the Center determines to be improper or contrary to the best interests of the Center. The rules and regulations are posted on our website and are updated from time to time. The terminated member will be required to immediately return his/her membership card to the Center. The membership of any member who is thirty (30) days in arrears in his/her account to the Center may, at the discretion of the Center, be suspended or terminated by the Center without notice.

MEDICAL EXAMINATION

All members are strongly encouraged to have a complete physical examination by a medical doctor prior to beginning any work out program or strenuous new activity. If a proposed member has a history or family history of heart disease, he/she should consult a physician before joining the Center.

MEDICAL LEAVE/LEAVE OF ABSENCE

If you need to take a medical leave, we can put your membership on hold. A doctor’s signature is recommended for proof of leave time necessary. Your membership will then continue for 3 months after your signed contract renewal date. You will not be billed or required to pay for the months on medical leave but will have an extension on the membership once the leave is over. You are allowed to take one month at a time, but not to exceed the three months. Check with Guest Services for our current On Hold Policy. You are required to fill out a notice of On Hold and provide the necessary documentation if needed.

ACKNOWLEDGEMENT AND 3 DAY NOTICE

This Agreement is not effective until you and an authorized representative sign and date it. You acknowledge that you received a completed copy of this Agreement and you understand that: You may cancel this Agreement at any time within 72 hours of signing this agreement, including Sundays and Holidays that the Center is open. To cancel this Agreement, mail or deliver a signed and dated notice which states that you the buyer are canceling this Agreement, or words of similar effect. Such notice shall be sent or delivered to The Grove Aquatic/Fitness Center, 8055 Barbara Ave., Inver Grove Heights, MN 55077. Refunds will be processed within 30 days.

SEVERABILITY

These provisions of this contract are severable and if any provision is determined to be illegal or unenforceable, the remaining provisions and any partially enforceable provisions shall nevertheless be enforceable. The Center’s failure to enforce any remedy or provision in this contract shall not be construed as a waiver of such remedy or provision.

GOVERNING LAW

This contract shall be construed in accordance with the laws of the State of Minnesota with jurisdiction and venue deemed proper in Dakota County, Minnesota.

INTEGRATION-ENTIRE AGREEMENT

This contract constitutes the entire and exclusive agreement between the parties and cancels and supersedes prior promises, representations, understandings, and/or agreements between the parties. This agreement may be modified only by an instrument in writing signed by all parties; however, the Center or any assignee of this agreement are authorized to correct patent errors in the agreement (and other related documents).

ASSUMPTION OF RISK, RELEASE & INDEMNITY

Although Center facilities, equipment, services and programs are designed to provide a safe level of beneficial exercise and enjoyment, their use naturally involves the risk of injury to you, your spouse, children, guests, or other members, whether you or someone else causes it. The risks include, but are not limited to: 1) injuries arising from my use of any exercise equipment, classes or machines, 2) injuries arising from my participation in supervised or unsupervised activities and programs in, on, and around the swimming and diving pools, water park, water slides, running track, gymnasium, ice arena, and any other areas of the Center, 3) injuries or medical disorders resulting from exercising at the Center including, but not limited to, heart attacks, strokes, heat stress, sprains, broken bones and torn muscles or ligaments, and 4) accidental injuries within the facilities, including, but not limited to, the locker rooms, whirlpool, saunas, showers and dressing rooms. You agree that if you engage in any physical exercise or activity or use of any Center facility on the premises, including, but without limitation, personal, bodily or mental injury, economic loss or any damage, including theft, to you, your spouse, children, guest or anyone else using the facilities, and any loss or theft of any personal property.

You agree on behalf of yourself and your children (and all your personal representatives, successors, and assigns) to release and discharge Center and any of its affiliates, employees, agents, representatives, successors, and assigns any and the City of Inver Grove Heights and its employees and officials from any and all claims or causes of action (known and unknown) arising out of the negligence, whether active or passive, of Center or its affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of your use of Center equipment or facilities, improper maintenance, negligent instruction or supervision, and you slipping and falling while in any portion of the premises for any reason, including negligent inspection or maintenance. If there is any claim by anyone based on any injury, loss or damage described here, which involves you, your spouse, your guest, or children you agree to indemnify and hold harmless Center from any loss, liability, damage or cost Center may incur due to your presence at the Center facility. You further expressly agree that the foregoing release, inclusive as permitted by law in the State of Minnesota and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability and express assumption of risk and indemnity agreement. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, YOU ARE GIVING UP YOUR RIGHT TO BRING LEGAL ACTION OR ASSERT A CLAIM AGAINST CENTER FOR ITS NEGLIGENCE OR FOR ANY DEFECTIVE PRODUCT ON ITS PREMISES. YOU HAVE READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

Your Signature: _____ Date: _____

Signature of other adult member(s): _____ Date: _____

As individual and as parent/legal guardian of:

Name(s) of minor child(ren): _____

RULES AND REGULATIONS

I, my spouse and children acknowledge the existence and the need for Rules and Regulations including those governing the use of the Center’s equipment and facilities and participation in programs and services. All members on this account agree to comply with those Rules and Regulations and to amendments or additions to them as the Center deems necessary. Current rules and regulations can be found on our website.

Registration: Members MUST check in and present their membership card or a photo I.D. each time they use the Center. Members requesting access to the Center without their membership card may be required to pay the usual daily fee.

Attire and Equipment: Proper attire is required for participants using the Center. Shirts and shoes are required in all public and recreation areas. No footwear other than appropriate shoes may be worn on courts. No cut offs, tee shirts or any form of street apparel will be allowed in pools. Nothing shall be left in the Center overnight unless the member has an assigned rental locker. Clothing or a towel is required when using the sauna.

Code of Conduct: The Center shall enforce adopted rules with regards to negative participant conduct while on site, including, but not limited to, smoking, profanity, rowdy or disruptive behavior, fighting, mischief, and alcohol/drug/or other substance use or possession. Veterans Memorial Community Center staff shall be the sole judge of what constitutes negative conduct and behavior covered by this policy. Center is a family based facility and all participants will be expected to conduct themselves accordingly. Participants who exhibit negative behavior will be either temporarily or permanently expelled from the facility. Center staff will involve the Inver Grove Heights Police, when necessary, to enforce this policy.

Damages: The cost to repair damage to the Center’s property by a member, member’s spouse and/or dependent children shall be paid by the member. The Center shall not be liable for any lost, stolen or damaged articles.

Rules Inclusive: The rules contained herein are not inclusive. Amendments to the Center’s rules and regulations may be made from time to time as necessary. On all questions regarding the construction of the Center’s rules and regulations, the decision of the Center will be final.

This document is available in an alternate format upon a 3-day business request. Please contact Eric Carlson at 651-450-2587 to make a request. Examples of alternate formats may include: large print, Braille, audiocassette. The City of Inver Grove Heights is willing to provide reasonable accommodation to allow effective communication and participation in programs and activities. Call Tracy Petersen at 651-450-2588 to make your preferences known.