



**City of Blanding
San Juan Wellness Center
Membership Agreement / Application**

Membership Start Date: _____

Member's First Name Last Name

Date of Birth __M / F__

Mailing Address

City State Zip Code

Home Telephone No.

Cell Number

Spouse's Cell Number: _____

Email Address

Member's Employer Information:

Employer's Name

City State Zip Code

Work Number

Member's Spouse

Date of Birth __M / F__

Child's Full Name M F ___/___/___
Date of Birth

Child's Full Name M F ___/___/___
Date of Birth

Child's Full Name M F ___/___/___
Date of Birth

Child's Full Name M F ___/___/___
Date of Birth

Child's Full Name M F ___/___/___
Date of Birth

Child's Full Name M F ___/___/___
Date of Birth

Spouse's Employer Information:

Employer's Name

City State Zip Code

Work Number

1. Membership Type:

Family - Husband, wife and dependent children.

Couple - Husband and wife

Individual - Parental consent required for primary members under 18 years of age.

Senior - Age 65 and older

2. Membership Term and Payment Schedule:

___ **Month to Month** Member understands that this type of membership is considered to be on a month to month basis until Member as noted below or Blanding City cancels membership. Member has opted for this type of membership instead of a membership with a one year commitment which is a less expensive option.

___ I have paid for my Month to Month Contract term in Full. Period beginning _____ 20___, and ending the last day of _____, 20___. Total Paid \$ _____

___ **Annual Contract** Beginning _____ 20___, I promise and agree to pay twelve (12) consecutive monthly installments for monthly dues in the amount of \$_____, including sales tax. Payments are due by the 10th of the month. Cancellation prior to the completion of the 12-month terms will be considered if the undersigned has moved more than 30 miles (**with proof of move**) or if permanent medical disability (**with medical excuse form**) prohibits the participation at the San Juan Wellness Center. **If no written notice given, then this contract is automatically renewed for one year.** Remember, written notice of cancellation must be given in the last month of the 12 Month Agreement, if you do not intend to continue participating in the program.

___ I have paid for my Annual Contract in Full. Period beginning _____ 20___, and ending the last day of _____, 20___. Total Paid \$ _____

3. Waiver & Release of Liability: Our complex provides swimming, aerobics, dance, basketball, volleyball, and walking/running track, weights, fitness equipment, other physical exercise type class offerings and fitness care areas.

All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the member's sole risk. Members understand that the agreement to use, or selections of exercise programs, methods and types of equipment shall be member's entire responsibility, and Blanding City shall not be liable to members for any claims, demands, injuries, damages, or actions arising due to injury to member's person or property arising out of or in connection with the use by members of the services, facilities and premises of Blanding City.

Blanding City urges all members to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class.

Member and Members dependent children hereby holds Blanding City, its officers, owners, agents and employees harmless from all claims which may be brought against them by member or on member's behalf for any such injuries or claims. Blanding City is not responsible for any liability arising out of babysitting activities.

4. Cancellation. If by reason of death or permanent disability, the buyer is unable to continue the membership, buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. **Should member permanently move their residence more than 30 miles from the area payment on this agreement shall be suspended upon payment of the appropriate cancellation fee equal to one month's dues and legitimate verification of the move.** Memberships that roll over to a month-to-month require a 30-day written notice to cancel.

5. Facility Rules, Policies and Procedures: All Members and Members dependent children agree to follow San Juan Wellness Center rules, policies and procedures as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

6. Default / Late Payment / Lost Card. Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including but not limited to collection agency fees, court costs, and attorney fees. Should any monthly payment become more than 15 days past due, your electronic pass will be deactivated and you will be charged a \$15.00 late fee to cover additional administrative expenses and to reactivate your card. A \$25.00 fee will be charged on all returned payments. Payments that are past due over sixty (60) days will be turned over to a collection agency. I also agree to pay any fees or expenses Blanding City incurs in collecting any balance due on my account, including attorney's fees, collection agency fees and cost of collection. A fee of \$10 will be charged to replace a lost electronic pass card.

Member's Signature

Date

Member's Spouse Signature

Date

Adult Dependent Signature

Date

Adult Dependent Signature

Date

Parent/Guardian Signature (if primary member is under
18 years of age parent/guardian signature is required)

Date

Blanding City Representative

Date

Note: All adult members 18 years of age and older are required to be a signatory on the agreement.

SAN JUAN WELLNESS CENTER

FEE POLICY

Family Definition – Family includes parents or a single parent and dependent children.

Dependent Children Definition – Children under 25 who are not married and are dependents as defined below.

In general, qualifying child, a person must satisfy four tests:

- Relationship – the parents' child or stepchild (whether by blood or adoption), foster child, sibling or stepsibling.
- Residence – has the same principal residence as the parent for more than half the year. Exceptions apply, in certain cases, for children of divorced or separated parents.
- Age – must be under the age of 19 at the end of the year, or under the age of 25 if a full-time student for at least five months of the year, or be permanently or totally disabled at any time during the year.
- Support – did not provide more than one-half or his/her own support for the year.

Couple Definition – Must be a married couple or husband and wife by common law.

Prorations: A dependent child can be added to the family plan during the year under the following conditions:

- If a dependent is under the age of 3 and turns 4 during the year, the child can be added and the \$50 annual fee will be prorated for the remainder of the year. That dependent's membership will terminate when the family membership terminates but no sooner than the end of the family's annual renewal date.
- If a dependent has been absent and returns home during the year he or she may be added for the full \$50 annual fee without any proration. That dependent's membership will terminate when the family membership terminates but no sooner than the end of the family's annual renewal date. Dependent children may be dropped from the family membership upon annual renewal within 30 days prior to expiration.