

Wildcat Community Center Membership Contract & Agreement

29330 Olinda Trail, Lindstrom, MN 55045 651-213-2600 clcommed@isd2144.org www.isd2144.org
 A Community Center operated by Chisago Lakes School District's Community Education department (CLCE)

Primary Member/Main Contact:

First Name: _____ Last Name: _____ Gender (circle): M / F
 Date Of Birth: ___ / ___ / _____ Email: _____
 Address: _____ City: _____ Zip Code: _____
 Phone - Home: _____ Cell: _____ Work: _____

Membership Types:

- Family** - Main contact, spouse/significant other (if applicable), and children (18 & under) residing at the same address
- Adult** - Ages 18+ without a student ID and no dependents on membership
- Student** - Ages 12-21 with a student ID

Check a box in each column:

<input type="checkbox"/> Yearly	<input type="checkbox"/> Resident*	<input type="checkbox"/> Community Center	<input type="checkbox"/> Student
<input type="checkbox"/> Monthly	<input type="checkbox"/> Non-Resident	<input type="checkbox"/> Walking Track Only	<input type="checkbox"/> Adult
			<input type="checkbox"/> Family

*Residing in the Chisago Lakes School District boundaries

Silver Sneakers/Prime Fitness/Renew Active/UHC/One Pass/U Care Member #: _____

Medical Insurance # _____ (ONLY if using Medicare Insurance Plan)

Family Membership Contracts:

Member	First Name	Last Name	Gender (circle)	Date Of Birth	Email Address	Key Card # (must be present to issue)
Spouse/SO			M / F	/ /		
Dependent			M / F	/ /		
Dependent			M / F	/ /		
Dependent			M / F	/ /		
Dependent			M / F	/ /		

Emergency Contact:

Name: _____ Phone: _____

Employee:

Do you currently work for Chisago Lakes School District? Yes No

If yes, what member? _____ Door Access Card # _____

Updated: 1/2/24

Office Use Only:

Accepted Paperwork Initials _____ Key Card # Assigned to Primary: _____ Member Id _____ New Renewal Resident Non-Resident

Entered in RecDesk Initials _____ Date Processed ___ / ___ / _____ Start Date ___ / ___ / _____

Terms & Conditions given to: _____ By Initials: _____ Notes: _____

Payment:

- Enrollment Fee
 - \$30 Enrollment fee for monthly and yearly memberships
 - \$10 Lapse fee must be paid if membership lapses and purchaser reapplies for membership
 - Enrollment fee is not applied again if renewing membership
- Fees
 - Membership fee required in advance
 - Any fee or rate increases are applied the month they are enacted
- Renewal
 - Monthly Memberships are auto renewed with a card on file until they are cancelled by the member.
 - Yearly Membership will expire at the end of the contract period unless renewed
 - Yearly Memberships are NOT auto renewed.

Yearly

	Resident		Non-Resident	
	Community		Community	
Student	\$180		\$260	
Adult	\$240		\$320	
Family	\$380		\$450	

Monthly

	Resident		Non-Resident	
	Community Center		Community Center	
Student	\$25		\$30	
Adult	\$30		\$40	
Family	\$40		\$55	

Daily

	Resident		Non-Resident	
	Community Center		Community Center	
Student	\$5		\$10	
Adult	\$5		\$10	
Family	\$15		\$25	

Walking Track Only—Membership Required

Free for all residents within the school district

Non-Resident individual \$5 per day or \$10 per month (with auto renew)

Membership Types:

Family - Main contact, spouse/significant other (if applicable), and children (18 & under) residing at the same address

Adult - Ages 18+ without a student ID and no dependents on membership

Student - Ages 12-21 with a student ID

Membership Fee: _____ + \$30.00 enrollment fee for new monthly/yearly contracts = _____

Check # _____ Cash Credit Card

Visa MasterCard Discover

Card Number: _____ - _____ - _____ - _____ CVV: _____

Name as it appears on the card: _____ Exp. Date: ____ / _____

Billing Address if different than Primary Member: _____

The undersigned has read and agrees to all terms and conditions of membership contract & agreement listed on pages 3 & 4 of agreement. I also sign that I have received the terms and conditions page 3 & 4 for my records.

Primary Member Signature: _____ Date: _____

Student Membership Only:

Legal guardian: Any member who is under the age of 18 must have a parent or legal guardian co-sign this agreement. Legal guardian shall be jointly and severally liable for any and all obligations of such member hereunder and shall be bound by all terms and conditions of this agreement.

Name of Legal Guardian: _____

Legal Guardian Signature: _____ Date: _____

Membership Terms & Conditions

Do not sign until you've read its entirety

1. Membership Payment/Cancellation

- All monthly memberships must be set up on an auto renewal. A lapse in enrollment will result in a \$10 renewal fee.
- To cancel, member must complete a MEMBERSHIP CANCELLATION FORM and submit to CLCE, along with your membership card(s), 5 days prior to the expiration date. From the date of submission on the MEMBERSHIP CANCELLATION FORM, there will be 5 days added to make it the last day of your membership if form is received with less than 5 days remaining.
- Members may cancel within 7 calendar days of purchasing a membership if there is no usage. A \$15 service fee will be charged. After initial usage, refunds will not be issued. If a member stops using their membership, CLCE shall have no obligation to refund to me or anyone any portion of the fees that I have paid.
- **Termination By CLCE** - I agree that CLCE may terminate my membership, with or without cause, at any time by providing written / email notice. If CLCE terminates an annual or monthly membership, a pro-rated refund may be issued for the time period after the termination effective date, dependent upon review. Monthly memberships may also be terminated for non-payment without written / email notice.
- **Suspension By CLCE** - I agree that CLCE may suspend my membership, with or without cause, at any time by providing written / email notice. If CLCE suspends an annual or monthly membership, no refund will be issued for the time period after the suspension effective date, dependent upon review.

2. Qualifying Events/Change in Status

- Failure to use the facility will not relieve you of the obligation to pay any balance due on your membership fees and/or forfeit the balance of time remaining on the terms for the membership agreement unless member can identify one of the following qualifying events have occurred: death, moved out of Chisago Lakes School District, change in familial status, or employment change. In this case, member must complete a MEMBERSHIP CANCELLATION FORM and submit to CLCE, along with your membership card(s), 5 days prior to the expiration date.

3. Facility Usage

Proper Conduct

We strive to provide safe, fun, family-oriented environment. We expect proper, respectful conduct on the premise at all times. We do not permit disrespectful conduct toward members, guests, or employees. Misuse of equipment or facilities is not tolerated and may result in suspension of privileges.

Check-In/Entrance

All members and guests are to check in at the desk when arriving at the facility. If a membership card is lost, a new membership card must be obtained for a fee of \$25.00. If the membership card is damaged due to normal wear and tear, the membership card must be presented to staff for a free replacement card.

Food & Drink

Food and drink are only allowed in the lobby areas and meeting rooms. Water, sports drinks and the alike must be in a closed, resealable container to be acceptable in the cardio room, weight room, Activity Center and gymnastics room.

Proper Attire

Proper workout attire is required. A shirt or tank top is mandatory at all times. Clean, non-scuffing, closed toe athletic shoes must be worn. Barefoot is not allowed. Street shoes, rollerblades, skateboards, or skate shoes are unacceptable. No "spike" shoes are allowed in the Activity Center or walking track. Strollers and assistive walking devices must be free of dirt, salt and must be dry.

Equipment

Be respectful of the equipment and other patrons. Please wipe down exercise equipment with disinfectant wipes after use. Report any broken, damaged, or unsafe equipment to CLCE staff immediately. All WCC equipment available for member use must be checked out and returned.

Personal Belongings

Please store all workout bags, coats, and personal belongings in a locker or cubby. CLCE and the Chisago Lakes School District is not responsible for lost or stolen items. Members and guests should store valuables in a locker. There are lockers available for daily use only. Locks are not provided.

Electronics

Cell phone use should be limited while working out. The taking photo's or video is not permitted without prior consent from CLCE Director. Bluetooth speakers or other audio devices are not permitted unless used as part of a CLCE curriculum, at which point they must be at a respectable volume with no profane or offendable music. Keep personal audio devices at a respectable volume level.

Tobacco, Alcohol, Drugs

Use of any tobacco or electronic cigarette products on Chisago Lakes School District grounds, including any outdoor areas (sidewalk or parking lots) is prohibited. You may not consume alcohol on any school grounds. You may not use equipment, services, or programs while under the influence of alcohol or illegal drugs. See Chisago Lakes District 2144 policy #418 & #419.

Center Closure Of Access Restriction

We reserve the right to close or restrict access, without advance notice, to any area or the entire center for any reason including, but not limited to construction, remodeling, repair, or health and safety reasons including, but not limited to weather, natural disasters, power outages, and medical issues. Your obligation to pay membership dues is not dependent upon usage, availability, or access to the center.

Personal Training / Leagues

Members may not solicit or conduct any personal training on the premises, with or without compensation. You may not organize your own informal or formal sports leagues, tournaments, or programs, including but not limited to basketball, tennis, volleyball, and pickleball. CLCE retains sole discretion to determine whether a member or guest is engaged in personal training or league type activity.

Solicitation

No loitering or soliciting of any kind or purpose. All advertising requests must be approved by Community Ed Director.

Weapons

You may not bring or use weapons of any kind on the premises, see Chisago Lakes District 2144 policy #501.

Membership Terms & Conditions Continued

4. Cardio Room, Weight Room, Gymnastics Room, & Walking Track

The WCC is available to adults and youth age 12 years and older. 12 year old and older are allowed in the community center without any parental supervision as long as they are abiding by all rules. YOUTH MEMBERS AGES 11 AND UNDER MUST BE ACCOMPANIED BY A PARENT, LEGAL GUARDIAN OR AUTHORIZED SUPERVISOR IN THE WCC. The accompanying parent, legal guardian or authorized supervisor must have a paid membership as well.

5. Activity Center

The activity center is open to members and paid guests during WCC hours. YOUTH AGE 11 AND UNDER REQUIRE DIRECT SUPERVISION BY A PARENT, LEGAL GUARDIAN OR AUTHORIZED ADULT WHILE IN THE WCC. Youth age 12 and over will be allowed to play independently; however, if they cannot manage their behavior and follow rules, those privileges will be revoked. Hanging on or grabbing basketball rims/nets, volleyball nets, etc. is prohibited at all times. All running, tagging, ball throwing is to be confined to the activity center. The lower track may be used for both walking and jogging. Walkers are asked to please use the inside lanes and joggers use the outside lanes. Strollers with clean rubber wheels are allowed on the track. You may not organize your own informal or formal sports leagues, tournaments, or programs, including but not limited to basketball, tennis, volleyball, and pickleball.

6. Upper level Walking Track

The upper level walking track may be used for both walking and jogging. A membership is required to use the walking track, residents within the ISD 1244 boundaries are able to get a free membership for the walking track. Walkers are asked to please use the inside lanes and joggers use the outside lanes. Strollers or other assistive walking devices with clean, dry rubber wheels are allowed on the track. Must be 18 yrs of age or over to open a Resident Walking Track membership.

7. Permission To Use Names/Images

Periodically, CLCE and the Chisago Lakes School District will take pictures or videos of participants while they are engaged in programs or while enjoying the facilities. These photos may appear in Chisago Lakes School District/CLCE brochures, catalog, websites, social media, and other publications. See Chisago Lakes District 2144 policy #515.

8. Adjustment Of Fees & Hours Of Operation

CLCE reserves the right, in its sole discretion, to increase or decrease membership fees at any time and to offer promotions. CLCE further reserves the right to initiate, change and/or eliminate community center facilities, equipment, services and programs, and to change hours of operation. Fee increase for monthly memberships are applied the month fees are enacted, versus annual membership increases that would be enacted upon renewal of term.

9. Fitness Reimbursement

If eligible, I acknowledge with my signature that it is my responsibility to enroll at <https://nihcarewards.org>.

10. Other

I agree (1) membership is non-transferable, (2) this agreement shall be construed and enforced in accordance with the laws of Minnesota; and (3) if any term or provision of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall still be valid and enforced to the full extent permitted by law.

Membership Agreement:

THE MEMBER AGREES to abide by all facility policies and procedures and CLCE rules. Because exercise can be strenuous and subject to risk of serious injury, Chisago Lakes School District urges you to consult a physician before beginning any exercise program. You, the member, agree that if you engage in any physical exercise or activity, or use any of the community center equipment in the facility, you do so entirely at your own risk, including the risk of physical injury or death. This includes without limitation, your use of the locker rooms, parking area, sidewalk area, or any equipment in the community center, and your participation in any activity, class, program, or instruction. You agree that you are voluntarily participating in activities and the use of the facility and assume all risks of injury, illness, damage or loss by theft of any personal property. You waive and release all rights and claims, demands, legal actions, or causes of action that Chisago Lakes School District, CLCE, and all affiliates, employees, agents, representatives, insurers, successors, or assigns from any and all claims of action as a result of or in connection with my participation in any activity sponsored by CLCE or any other program that is held on Wildcat Community Center property. The agreement, waiver, and release of liability include, without limitation, all injuries to you, which may occur, regardless of negligence: as a result of (1) your use of the exercise equipment, (2) the sudden and unforeseen malfunctioning of any equipment, (3) our instruction or supervision and (4) your slipping and/or falling while in the facility, or on the Chisago Lakes School District premises. Should any part of this agreement be found unenforceable the remaining parts shall remain enforceable. Member also agrees no other representation is made than what is agreed herein writing. Failure to use facility will not relieve you of payments. I hereby acknowledge that my membership fee or any fee that is part of a CLCE program does not include or entitle myself to payment of medical expenses that may arise out of my participation in an CLCE sponsored program or any other program that is held on Wildcat Community Center property. I acknowledge further that I assume responsibility for my medical expense. You acknowledge that you have carefully read this agreement/waiver and fully understand that it is a release of liability. You agree to voluntarily give up any right that you may otherwise have to bring legal action against Chisago Lakes School District for negligence, or any other personal injury or property damage or loss action. **Cancellation must be in writing.**

This agreement is binding upon my spouse, significant other, heirs and assigns, and the spouses, heirs and assigns of any member listed above. The member is entitled to a completed and signed copy of this agreement upon their request. By signing this agreement, member acknowledges that 1) the agreement is a contract that will become legally binding upon its acceptance by CLCE, 2) the agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, written or oral, with respect to subject matter, except in the case of a signed promotional offer where the terms and conditions of the promotional offer will be an amendment to this agreement, 3) CLCE makes no representations or warranties to member, either expressed or implied except to the extent expressly set for in this agreement. With my signature, I verify I have read and agree with the **Membership Terms & Conditions** stated in this contract packet.

*Primary Member has signed the acceptance of "Membership Terms & Conditions" on page 2 of contract to be held on file with CLCE.

CLCE Staff initials _____ Date: _____