

Merriam Community Center



Membership Application

HOUSEHOLD INFORMATION
Primary Adult Member
Date of Birth
Address:
City, Zip:
Cell Phone:
Email Address:
Secondary Adult Member/ Date of Birth
Dependent/ Date of Birth
Dependent/ Date of Birth
Dependent/ Date of Birth
Dependent/ Date of Birth
*Additional Dependent
Emergency Contact/ Phone Number

RESIDENT RATES	Monthly	Annual	Summer
Household	\$60	\$660	\$200
Two-Person Household	\$55	\$595	\$185
Senior Household	\$50	\$530	\$160
Adult	\$40	\$400	\$130
Senior	\$30	\$330	\$110
Youth	\$30	\$330	\$110
*Additional Dependents	\$10	\$110	\$30

NON RESIDENT RATES	Monthly	Annual	Summer
Household	\$75	\$825	\$250
Two-Person Household	\$70	\$745	\$225
Senior Household	\$60	\$660	\$200
Adult	\$45	\$495	\$155
Senior	\$40	\$415	\$130
Youth	\$40	\$415	\$130
*Additional Dependents	\$13	\$140	\$40

Residency is defined as someone who resides within Merriam city limits or someone who owns taxable real estate within city limits. Proof required with a valid driver's license or state ID, current city business license, or Notice of Appraised Value issued by the Johnson County Assessor's Office.

Household memberships include 2 adults and up to 4 dependent children as defined by the IRS Qualifying Age Rule. Children age 18-24 must provide proof of residency. Additional dependents can be added for a fee.

Two-Person Household includes two adults who live at the same address, one of which must be at least 18 years old.

Senior Household includes two people who live at the same address, one of which must be 60 years old.

Additional Dependent applies to the 6-person Household membership.

Monthly Recurring Membership

Debit/Credit accounts will be charged on the 5th day of the month or the next City of Merriam business day.

The monthly recurring payment option for memberships is a continuous membership, which will remain in effect until a 30-day in-person notice of termination is given to the Merriam Community Center Welcome Desk. Membership will officially terminate following the expiration of the 30-day notice period on the 4th of the month.

I understand that in addition to my regular monthly payment, a \$30 non-payment reinstatement fee may be charged if there are insufficient funds in the bank account to cover the monthly payment, or if the automatic debit/credit card payment is otherwise declined. If a monthly payment is declined more than once during a 12-month period, privileges may be revoked and membership may be terminated. I understand that my (and other individuals on the account, if applicable) access to the use of the Merriam Community Center, including but not limited to, day pass admission, may be suspended or otherwise revoked as a result of any outstanding balances. I understand and agree that in order to reinstate membership or access to the facility, any and all outstanding balances must be paid in full.

The City will provide 10 days prior written notice to a valid email address on file before any recurring charge is submitted to my bank account or debit/credit account for payment.

Terms of Membership

By signing the membership application, I (we) agree to the following: Member and any guests in his/her party will abide by the terms of this agreement at all times during the period of the membership and will comply with all rules and regulations, as well as any lawful instructions and/or directions given by Merriam Parks and Recreation staff or other City of Merriam Personnel.

The City of Merriam reserves the right to remove from the Merriam Community Center or terminate the membership of any member who fails to comply with any rules and regulations or otherwise breaches the terms of this agreement, in which case the member will not be entitled to a refund or fees. Removal of an individual from the Merriam Community Center will be in accordance with the procedures provided by the Merriam Parks and Recreation in the Patron Code of Conduct/ Disciplinary Action Procedure, available online at merriam.org or the Merriam Community Center Welcome Desk.

Memberships are non-transferable.

In order to receive the Merriam resident discount fee, proof of Merriam residency for all persons over the age of 18 is required at the time of purchase. If an individual is not present at the time of purchase, Proof of residency must be presented prior to the issuance of a membership key fob to said person. Proof of residency must be updated annually. (and other individuals on the account, if applicable) access to and use of the Merriam Community Center, including, but not limited to, day pass admission, may be suspended or otherwise revoked as a result of any outstanding balances must be paid in full.

The City will provide 10 days' prior written notice to a valid e-mail address on file before any recurring charge is submitted to my bank account or debit/credit account for payment.

Annual Membership

The annual membership agreement is for a term of 12 months. Payment is due in full at the time of membership application. Renewals may be done online or in person at the Merriam Community Center Welcome Desk. No refunds will be issued.

Membership key fobs must be presented at the Merriam Community Center Welcome Desk to gain entry to the facility.

From time to time, selected areas of the building may be closed for maintenance or repair throughout the year and members will not receive reimbursement for loss of access to such areas. Merriam Parks and Recreation communications may come in the form of e-mails, phone calls and addressed letters. By signing below, you authorize Merriam Parks and Recreation to send e-mail communications to your provided e-mail address. The Parks and Recreation Director reserves the right to amend and/or waive these terms and conditions, as the Director deems necessary.

Release of Liability

In consideration of gaining membership or otherwise being allowed to use the Merriam Community Center ("Facility") and/or participate in the activities or programs occurring at said Facility, I (if over 18), the undersigned, Participant/ Parent/ Guardian, understand and agree that the City of Merriam, Kansas is not and shall not be responsible for or liable for any illness or injury to person or for loss of or damage to property that I (or the participant, if a minor) may suffer as a result of the use of the Facility and/or participation in said activities or programs. I hereby forever release and hold harmless the City of Merriam, Kansas, its employees, agents and representatives from any and all claims of any kind that I, or my respective heirs, executors, administrators or assigns, may have or claim to have resulting from the use of the Facility or participation in said activities or programs. I recognize that there are inherent risks and dangers in the activities that I will take part in. I expressly agree to accept and assume all such risks existing in said activities, including risks of injury. I acknowledge that I have been urged and advised to seek the advice of a physician before I (or the participant) use the Facility or participate in any activity or program occurring at the Facility.

Photo/Video release

I, the undersigned, consent and authorize the City of Merriam, Kansas to use at its discretion any photograph(s) or video(s) taken of me (or the participant, if a minor) while participating in said activities and waive any and all claims that I (or the participant, if a minor) may have resulting from any use of such photograph(s) or video(s).

By signing this Release of Liability and Photo/Video Release, I certify that I am at least eighteen (18) years of age and that I have carefully read the

Waiver/Release

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed access to and use of the facilities at the City of Merriam's Community Center including all activities at the Community Center, the undersigned acknowledges, appreciates, and agrees that:

Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19.

While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,

I recognize that physical exercise inherently involves physical exertion that may be strenuous at times and may cause physical injury and I am fully aware of the risks and hazards involved.

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE CITY OF MERRIAM, including the officers, officials, employees, agents or representatives of the City, and assume full responsibility for my participation; and,

I willingly agree to comply with the stated and customary terms and conditions for participation including those terms and conditions related to protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the City of Merriam their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of Primary Member: _____

Primary Member Signature: _____ Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the Community Center rules and regulations including those rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM RELEASEES' NEGLIGENCE, to the fullest extent provided by law.

Name of Parent/Guardian: _____

Parent guardian/signature: _____ Date signed: _____