



**Liberty School District No. 362
FITNESS ROOM MEMBERSHIP FORM**

6404 E. Spangle-Waverly Road, Spangle WA 99031 ♦ (509) 624-4415 ♦ www.LibertySD.us/FitnessRoom ♦ FitnessRoom@libertysd.us

MEMBERSHIP AGREEMENT			
Primary Member Name		Gender	Office use Assigned Fob #
		Birth Date	1. (included)
Mailing Address, City, State, Zip		2. Add \$10	
<i>Fob activated for access to Fitness Room exterior entrance door only.</i>			
Email Address(es) – Include email addresses for all household members to receive Fitness Room communications.			
Phone # () <input type="checkbox"/> Home <input type="checkbox"/> Mobile <input type="checkbox"/> Work	Phone # () <input type="checkbox"/> Home <input type="checkbox"/> Mobile <input type="checkbox"/> Work	Phone # () <input type="checkbox"/> Home <input type="checkbox"/> Mobile <input type="checkbox"/> Work	
Emergency Contact Name & Phone #			
HOUSEHOLD MEMBERS WITH ACCESS TO FITNESS ROOM		<i>Persons under the age of 13 are not allowed in the Fitness Room.</i>	
Family Member	Gender	Family Member	Gender
Relationship	Birth Date	Relationship	Birth Date
Family Member	Gender	Family Member	Gender
Relationship	Birth Date	Relationship	Birth Date
Family Member	Gender	Family Member	Gender
Relationship	Birth Date	Relationship	Birth Date
MEMBERSHIP TERM			
Membership term is on an annual basis, expiring December 31 of each calendar year.			
<input type="checkbox"/> New <input type="checkbox"/> Renewal BEGINNING ____/____/____, EXPIRING December 31, _____ Annual Membership Fee*: \$25			
<i>*Membership fee includes one access fob. A second fob may be obtained for additional adult household member for a one-time fee of \$10.</i>			
MEMBER ASSUMPTION OF RISK AND RELEASE			
I understand the risk of injury from fitness room activities and the use of any fitness room equipment is significant, including the potential for permanent paralysis and death. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown. I acknowledge that this is an UNSUPERVISED FITNESS CENTER and I assume all risks associated with using exercise equipment and exercising alone without the aid and presence of staff on the premises. I HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS Liberty School District and its respective officers, affiliates, agents and employees WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, LOSS OR DAMAGE to person or property that may arise out of or in connection with my use of any of the equipment or the facilities of the fitness room or any incident that occurs while using such facilities, or otherwise related to my membership.			
I expressly agree that this release is intended to be as broad and inclusive as permitted by applicable law and if a portion of this release is held invalid, the balance shall remain in full force and effect. This release shall apply to my heirs, assigns, personal representatives and any other next of kin. I understand the Liberty fitness room is relying on this release in agreeing to enter into this Agreement.			
I HAVE READ THE RELEASE OF LIABILITY AND ASSUMPTIONS OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.			
ADDITIONAL TERMS AND CONDITIONS – I hereby confirm that I am aware of and agree to the terms and conditions on both pages of this document.			
Primary Member Signature	Date		
Household Member Signature	Date	Household Member Signature	Date
Household Member Signature	Date	Household Member Signature	Date
Household Member Signature	Date	Household Member Signature	Date

ADDITIONAL TERMS AND CONDITIONS

NOTICE: ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

MEMBER OBLIGATIONS: (1) MEMBER agrees to abide by all Liberty Fitness Room policies regarding safety and security issues, and to treat other members with courtesy. (2) MEMBER agrees to pay annual dues in full prior to access fob activation. (3) MEMBER agrees to continue to fulfill the financial obligation of this agreement on an annual basis, except as allowed below.

MAINTENANCE OF FACILITIES: The Liberty Fitness Room may be temporarily closed for routing or emergency maintenance purposes. Notice of closures or changes to hours of operation will be communicated to MEMBERS via email.

CANCELLATION POLICIES: (1) You may cancel your membership at any time by providing written notice to Liberty School District and returning your access fob(s), with no refund of annual dues already paid. If access fob is not returned, the District will assess a replacement charge of \$25 per fob. (2) The District retains the right to cancel or suspend the membership of any person for any reason. If such cancellation or suspension is made due to violation of the Fitness Room policies, violation of terms of this contract, or due to damage rendered by you or your guests, you will remain responsible for the financial obligations of this contract with no refund of paid dues. In the case where the facility or its contents are damaged, you will furthermore be responsible for the repair or replacement thereof.

SAFETY NOTICES:

- This facility is under 24-hour recorded video surveillance, which may be retained by the district for subsequent review, and MEMBER access fob usage is logged.
- MEMBER may not bring in guests at any time without the prior written consent of the District. Furthermore, if this policy is violated, at the sole discretion of the District, the membership may be suspended or canceled. MEMBER may not allow anyone else to use their access fob and must alert the District immediately if it is lost or stolen.
- MEMBERS who do not have their key access fob will not be allowed into the facility.
- MEMBER has access to a videotaped orientation to the facility and the proper use of all equipment. It is the MEMBER's responsibility to view this orientation at www.LibertySD.us/FitnessRoom.
- MEMBERS are responsible for wiping down all equipment after each use and re-racking the weights they use.
- MEMBER is required to use the safety features of the equipment. If you are unsure how to use a machine, you should obtain instructions by reviewing the instructional video.
- Damaged equipment must be reported to district staff as soon as possible.
- Horseplay, vulgar language, abuse of the equipment, working out while intoxicated, or other inappropriate behavior will not be tolerated and will result in the suspension or cancellation of the MEMBER's membership.
- Photography and/or videography are not allowed anywhere in the fitness room.
- Age requirements – persons under the age of 21 are not permitted in the fitness room unless accompanied by a household MEMBER 21 years of age or older. Exceptions may be made for MEMBERS aged 18-20 with prior District approval. Persons under the age of 13 are not allowed in the Fitness Room.

SUMMARY OF MEMBERSHIP POLICIES:

1. MEMBER, by executing this Agreement, does hereby join the Liberty Fitness Room and such membership entitles the MEMBER to use the facilities. The MEMBER and *listed household family members* are entitled to use the fitness room facility only and shall be required to provide their own athletic equipment and clothes. MEMBER acknowledges that this membership does not include access to gyms, wrestling room, or any other area of the school building.
2. **Fitness Room access hours are generally as follows: Monday-Friday (school days) 5am-7am and 6pm-10pm. Weekends/non-school days: 5am-11pm.** Liberty athletic teams have priority access to the fitness room. In the event that the fitness room will be closed during the public hours noted above, an email notification will be sent to all MEMBERS.
3. MEMBER agrees to abide by all membership regulations of the Fitness Room. MEMBER agrees to comply with state and customary rules for participation and use of equipment. Unless cancelled as provided in this Agreement, MEMBER will be responsible for all payments due and owing under this Agreement, even if MEMBER does not use the facilities and services. However, in the event of death or disability, liability for fees will terminate as of the date of death or disability.
4. MEMBER agrees not to engage in any type of commercial or business activity while using the facilities. MEMBER shall not act as a trainer for any other MEMBERS or guests, and any acts which constitute such business activities are strictly forbidden. If MEMBER engages in such commercial or business activities MEMBER's membership shall be subject to immediate cancellation.
5. If a MEMBER violates the Agreement and the terms contained therein or any of the rules and regulations for use of the facility, the district will suspend the MEMBER's right to use the facility until such time as the MEMBER provides the District with reasonable assurance of future compliance. During the period of any such suspension, the MEMBER shall not be entitled to a credit for any prepayment of dues or other fees due or paid pursuant to this Membership Agreement. In the event MEMBER continues to violate the terms of this Agreement or the rules and regulations governing the facility, the membership will be terminated by the District.
6. MEMBER agrees to abide by the fitness room dress code at all times while in the facility. Shirts, shoes, and pants/shorts must be worn at all times. Do not wear jeans or any other pants/shorts that have jean-type seams or rivets. Flip-flops are not allowed in the fitness room.
7. MEMBER shall not use loud or profane language while on the premises nor shall MEMBER molest, badger, assault or harass other MEMBERS, guests or employees. If MEMBER engages in such behavior their membership shall be subject to immediate cancellation.
8. MEMBER understands that the District prohibits the use of tobacco products, marijuana, and any drugs or steroids, and MEMBER agrees not to use any such products on District premises.
9. MEMBER authorizes Liberty School District to contact them by email or telephone. Subject to applicable law, MEMBER agrees that the District may contact MEMBER at any mailing address, phone number or email address set forth on the face of this agreement, or any other address subsequently provided to or obtained by the District.
10. The District retains the right to modify these policies without warning. Reasonable rules and regulations may be posted at the Fitness Room from time to time and all MEMBERS shall be subject to strict compliance therewith. The most current copy of the Membership Guide can be found on the District website.