



New London-Spicer Community Fitness Center
101 4th Ave SW, New London, MN 56273
320-354-1449 or nlsfitness@isd345.org

Name: _____ Email: _____
Address: _____ City/State: _____ Zip: _____
Cell Phone: _____ Home Phone: _____ Date of Birth: _____
Emergency Contact: _____ Emergency Contact Phone: _____
Fitness Center ID: _____ Bar Code #: _____

Student Membership Plans	Monthly Contract	Hours Allowed in Fitness Center	Fob Access
Student Ages 12-15	\$25 _____	With parent/guardian membership or during staffed hours. See line D for more information	No Fob Access
Student Ages 16 & 17	\$25 _____	6am-10pm	Extended Access Fob
Students 18+	\$25 _____	4am-10pm	Fob Access

Extended Access Fob cost is \$20 (one time fee unless you lose or damage the fob)
Staffed Hours: 8am-10am Mon, Tues, Wed, Fri and 3:30pm-5pm Mon-Thurs

*Monthly Plan Contract End Date: 2 weeks written/email notice must be given or ends on this date: _____

*Student Memberships: 7th grade+ Paid on month to month basis—no auto pay unless set up in Comm Ed Office.

*College students, please see section e. for College Aged Students Returning for the Summer Policy

Membership to the NLS Fitness Center is for paid members only. Students will be held accountable for any damages or loss the district shall incur as a result of breaking the access rules and policies; this includes trying to gain access to any other part of the building. In the event that the student knowingly allows a person into the Fitness Center who is not a member, they shall lose their membership privileges for a maximum of one year and pay a \$50.00 reinstatement fee. The Extended Hour access pass allows for access ONLY into the Fitness Center. The Middle School Gym is NOT a part of the Fitness Center.

Please be aware of your own personal physical limitations. Using exercise equipment unsupervised can result in serious injury or even death. By signing this agreement, you hereby release NLS Fitness Center and ISD 345 of any costs incurred to you as a result of use of the facility. It is highly recommended that you always workout with a friend or family member to ensure your personal safety.

The Fitness Center is monitored by a 24/7 surveillance system. We strongly encourage you to report any damages or suspicious activity to Fitness Center Staff immediately. In the event that you should lose your key fob, please notify staff as soon as possible. There is a \$20 replacement fee for new key fobs.

Student Signature: _____ **Date:** _____

Parent Signature: _____ **Date:** _____

Payment will be deducted the first week of each month. All members must give two weeks' notice of cancellation prior to month ending to avoid withdrawals for the next month. **Early termination of Annual Contract is subject to a \$75 early cancellation fee.** Cancellation due to a medical condition requires a physician's signature and suspension of the contract will be granted until the member gains medical clearance from a physician at which time payments will continue until the contract is fulfilled. You may cancel this agreement within three business days by sending a written notice to the NLS Fitness Center. Other than provided in this agreement, the contract is non-refundable. Discontinuing the program will also revoke electronic payment.

I authorize my financial institution to make payment to the NLS Fitness Center. I agree that treatment of such payment shall be the same as if it were signed personally by me. Payment shall be made via the following method:

_____ A. Electronic Transfer of Funds from Bank Account—Voided check must be attached

Bank Name: _____ Checking Bank Routing Number: _____ Account Number: _____

_____ B. Credit/Debit Card Authorization _____ Visa _____ MasterCard _____ Discover

Credit Card #: _____ Expiration Date: _____ Sec Code: _____

Bill my Credit/Debit Card: _____ Once per month _____ One per year for annual fee of \$ _____

I authorize said Electronic Funds Transfer and Credit/Debit Card charges so long as I have a contractual commitment to New London-Spicer Community Fitness Center. I understand that cancellation of accounts in no way relieves me of any obligations to fulfill contractual obligations.

Signed by account holder: _____ **Date:** _____

All membership participants agree to:

1. Abide by the Policies/Rules of the NLS Community Fitness Center
 - a. Access to the Fitness Center is for paid members only. NO guests and NO additional family members.
 - b. Members are allowed in the Fitness Center ONLY.
 - c. Any attempt to gain access outside of these areas is strictly prohibited and the member is subject to pay all charges incurred by the district as a result of their actions.
 - d. Children ages 12-15 will have access only when accompanied by their parent/guardian or during staffed hours once they reach 7th grade and have completed Weight-Lifting Certification, ETS, or Athlete in Training Class. 9th grade students may have an individual student membership with access only during staffed hours with the completion of Weight-Lifting Certification, ETS, Athlete in Training Class, or training by a Fitness Center Staff (cost \$20 for staff training—by appointment only). Students ages 16 and 17 can have extended hours with the purchase of a key fob (cost \$20). Extended hours are limited to 6am-10pm are available 7 days a week.
 - e. **College Aged Students Returning for the Summer: It is the policy of the Fitness Center, that any returning college aged students who want to reactivate their membership for the summer, must specify the length of the membership they would like, and pay for the entirety of those dues upon returning.**
 - f. During the hours of 8:30am-3:00pm when school is in session, the Fitness Center may be used by physical education classes. Please see posting at the Fitness Center for hours that may have more students using the facility.
 - g. **Members breaking the rules/policies of the Fitness Center will lose their membership privileges for a minimum of 30 days and must pay a \$50 reactivation fee.**
 - h. **I agree to not allow access or the use of my Fitness Center fob to anyone that is not myself.**
 - i. I agree that replacement key fob expenses are my responsibility. The current fee for a key fob is \$20.
2. Because physical exercise can be strenuous and subject to risk of serious injury ISD #345 urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any Fitness Center activity. You (each member, guest, or participant) agree that if you engage in any physical exercise or activity, or use any Fitness Center amenity on the premises or off premises at a school sponsored event, you do so entirely at your own risk. This includes, without limitation, the risk of becoming exposed to or infected by COVID-19 or other illnesses, your use of the restroom, parking area, sidewalk area, or any equipment in the fitness facility and your participation in any activity, class, program, or instruction. You agree that you are voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury, illness, damage or loss of by theft any personal property. You expressly agree to release and discharge the school district, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims of causality includes, without limitation, all injuries to you which may occur, regardless of negligence, as a result of (a) your use of any equipment, (b) the sudden and unforeseen malfunctioning of any equipment, (c) our instruction or supervision, and (d) your slipping and/or falling while in the Fitness Center, or on the school district premises, including adjacent sidewalks and parking areas.
3. Members agree to pay a late penalty of 5% or \$10.00, whichever is greater, if payment is received more than five days past the due date. Should you default, you agree to pay all costs of collection, including collection agency fees, court costs, and reasonable attorney's fees, all of which may be paid or incurred by the holder of this note. Should any part of this agreement be found unenforceable, the remaining parts shall remain enforceable. Members also agree no other representation is made other than what is agreed in writing herein. Failure to use the facility will not relieve you of payments.

The undersigned has carefully read this Policy/Rules Waiver and Release and fully understands that it is a release of liability. The undersigned agrees to voluntarily give up any right that they may have to bring legal action against the school district for negligence, or any other personal injury, illness, or property damage or loss.

All members must sign:

Student Signature: _____

Parent Signature: _____

Date signed: _____

First month payment made of \$ _____, includes any key fob activations (\$20 per key fob)

Paid by Cash/Check/Credit Card#: _____ Exp: ____/____/____ Sec Code _____

Office Use Only:

Contract Accepted by: _____

Date: _____

Membership Entered in Gym Assist by: _____

Date: _____

Billing Information Entered by: _____

Date: _____