

**Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19 and Use of 54 Fitness Center**

I, \_\_\_\_\_, hereby acknowledge that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, that COVID-19 is extremely contagious and is believed to spread by person-to-person contact and exposure to infected environments. I further acknowledge that as a result, federal, state, and local governments and health agencies have recommended social distancing and have limited the size of groups in certain locations.

I acknowledge the Moran City Council has agreed to reopen 54 Fitness. I understand 54 Fitness is not staffed by the City and the City cannot guarantee that you or other family members will not become infected with COVID-19 should you choose to use the 54 Fitness facility.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I or other members of my family authorized to use 54 Fitness may be exposed to or infected by COVID-19 by exercising at the center and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at 54 Fitness may result from the actions, omissions, or negligence of myself and/or others, including, but not limited to, other members, volunteers, and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my family or myself (including, but not limited to, personal injury, disability, and death), that may arise from I and/or members of my family utilizing 54 Fitness. On my behalf, and on behalf of my family, I hereby release, covenant not to sue, discharge, and hold harmless 54 Fitness, its volunteers, agents, and representatives, of and from any and all Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the City of Moran/54 Fitness, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any 54 Fitness activity.

\_\_\_\_\_  
Signature of Parent/Guardian

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Parent/Guardian

\_\_\_\_\_  
Name of Fitness center Participant(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Membership Agreement

Date: \_\_\_\_\_

Primary Member ID: \_\_\_\_\_

Last Name		Middle Initial	First Name		Driver's License
Present Address		City	State	Zip	Birthdate: M/D/Y
Home Phone		Work Phone		Cell Phone	
Email		In Case of Emergency		Emergency Phone	
Employer		Occupation		Key FOB #	

## Family Members with Access to the Moran Exercise Facility

(Include children between **14-24** and live in the house or attend college as a fulltime student.  
Children between the ages of 14-15 must be accompanied by a parent at all times.)

Spouse _____ Birthday: ____/____/____ <input type="checkbox"/> Male <input type="checkbox"/> Female Key Fob # _____	Child _____ Birthday: ____/____/____ <input type="checkbox"/> Male <input type="checkbox"/> Female Key Fob # _____	Child _____ Birthday: ____/____/____ <input type="checkbox"/> Male <input type="checkbox"/> Female Key Fob # _____	Child _____ Birthday: ____/____/____ <input type="checkbox"/> Male <input type="checkbox"/> Female Key Fob # _____
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### Membership Terms and Fees:

Annual payment of \$ \_\_\_\_\_  
(prorated if joining in the middle of a fiscal year)

Membership Begins \_\_\_\_/\_\_\_\_/\_\_\_\_

Monthly payment of \$ \_\_\_\_\_

Key Fob Fee \$ \_\_\_\_\_  
(\$10.00 charge to add/replace fob)

Amount Paid \$ \_\_\_\_\_

Cash  Check No. \_\_\_\_\_

### I agree to abide by the following:

I agree to abide by all rules, regulations, and bylaws of the **Moran Exercise Facility** as outlined in Addendum A and B of this Membership Contract. I understand and agree that this membership will begin on the date that this Contract is signed and will run continuously until December 31, 20 \_\_\_\_\_. I understand that this membership will automatically renew on January 1, 20 \_\_\_\_ and for all subsequent years. I also understand that the **Moran Exercise Facility** reserves the right to increase the fees and dues for subsequent membership terms by notifying me in writing at my last known address.

It is my complete understanding that if I wish to terminate my membership, I must give the **Moran Exercise Facility** 30 days written notice to terminate.

I have read and understand the terms of this Membership Agreement as outlined in the Membership Contract Information (Addendum A) and the General Membership Information and Procedures Document (Addendum B) that is on the reverse side of this document.

By signing below, I hereby state that I have read and signed both the **Moran Exercise Facility** Release of Liability and Waiver and Membership Agreement Forms.

\_\_\_\_\_/\_\_\_\_/\_\_\_\_  
City of Moran

\_\_\_\_\_/\_\_\_\_/\_\_\_\_  
Member

## MEMBERSHIP CONTRACT INFORMATION

### ADDENDUM "A"

In this Contract, the words "you", "your", and "Member" shall refer to the Member where appropriate. The words "we", "our", "us", "Facility", and "Management" shall refer to the *Moran Exercise Facility*.

**MEMBERSHIP:** We hereby sell to you and you hereby purchase from us a membership to the *Moran Exercise Facility* (hereinafter, "the Facility"). This membership, as defined in Addendum "B", shall entitle you, your spouse and eligible age children to access and use of the facilities and amenities specified in the type of membership selected (refer to the Membership Application). All memberships are non-voting and nonproprietary. No rights of ownership are conferred upon you by this Contract.

**MEMBERSHIP DUES:** Costs and payment terms for your membership are specified in the Membership Application. Management reserves the right to increase your fees and dues for subsequent membership terms by notifying you in writing at your last known address. Such notification shall be made by first class mail and sent no later than January 31 any given year. The notice will be deemed effective when deposited with the U.S. Post Office.

**UNPAID BALANCES:** Statements are mailed on the first business day of each month and are payable on or before the 15th of each month. All unpaid balances over 10 days past due are subject to finance charge of 1-1/2% per month. In no event will the finance charge exceed the maximum allowed by law. Any balance over 30 days past due will result in automatic suspension of membership privileges until the account is brought current, including payment of late and finance charges. Management shall have the right to turn over delinquent accounts to an attorney or collection agency. Member is obligated and hereby agrees to pay, as allowed by law, any collection costs, and/or attorney's fees incurred by Management pursuant to enforcing the financial obligation of the member.

**ACCELERATION:** If you are in default on your payments to us by more than 10 days, we may send you a Notice of Default and Right to Cure. You will then have 20 days from the date the Notice is given to cure the default. If you do not cure the default in that 20-day period, we may accelerate your membership dues and declare the entire amount due and owing under this Contract to be payable in full, immediately. If you do cure the default in the 20-day period and default again, we do not have to send you an additional Notice of Default and Right to Cure and may accelerate your membership dues and declare the entire amount due and owing under this Contract to be due and payable in full immediately. Additionally, Management may suspend membership privileges with or without notice, until all past due amounts are paid.

**RETURNED CHECKS OR BANKDRAFTS:** If the bank dishonors any of your checks or bank drafts, Management shall have the right to assess a service charge of \$40.00 for each check or draft that is dishonored. Additionally, Management may suspend membership privileges, with or without notice, until all past due amounts are paid.

**RULES AND REGULATIONS:** Member agrees to abide by all membership rules and regulations, which may be posted at the Facility, issued orally, published in a newsletter, posted to the Website, or listed in Addendum "B" to this Contract. These rules may be amended from time to time at Management's discretion. In addition, a \$20 charge will be assessed for any member who brings a child under the age of 14 into the fitness Facility. Management reserves the right to suspend membership privileges for violation of membership rules and regulations.

**CONSIDERATION:** In consideration for and in reliance on your promise to pay the membership fees and dues as specified, we will: (1) maintain the premises in a clean, safe and healthy manner, customary with facilities of this nature; and (2) upgrade facilities and equipment at our discretion.

**ENTIRE AGREEMENT:** This Contract constitutes the entire and exclusive agreement between the parties. Any promises, representations, understanding, and/or agreement pertaining directly or indirectly to this Contract, which is not contained herein, are of no force or effect. This Contract may be modified only by an instrument in writing signed by an officer of the *Moran Exercise Facility*. Employees are not authorized to make any independent agreement with any Member that is contrary to this Contract or the Facility's general policies.

## GENERAL MEMBERSHIP INFORMATION AND PROCEDURES

### ADDENDUM "B"

**MEMBERSHIP:** All members, spouses, and children have, if in good standing, use of facilities during business hours published in the newsletter and/or posted at the Facility. These may involve, but are not limited to, age requirements for use of exercise equipment and facilities. All children ages 14 and 15 must be accompanied by a parent at all times.

Definitions:

- A. Member: Those men and women over the age of 18 who have signed a membership agreement.
- B. Spouse: A person of the opposite sex legally married (binding and lawful if it was performed in Kansas or Missouri) to the member.
- C. Child: Member's natural or adopted child or stepchild between the ages of 14 and 19. To be eligible between the ages of 19-24, the child must be living at home or attending school as a full time student.

**MEMBERSHIP CARDS:** All members must scan their key fob at the front door before using the Facility. A lost or damaged key fob must be replaced for a \$10.00 fee by contacting Management.

**SUSPENSION OR EXPULSION OF MEMBERSHIP PRIVILEGE'S BY MANAGEMENT:** Management has the right to suspend the privileges of any Member or expel any Member from the Facility at any time for a) non-payment of dues, b) violation of this Contract, c) for conduct prejudicial to the interests of the Facility or d) for reasons of Management's sole discretion. The Member shall be notified in writing via first class mail to the last address listed in the business office of the Facility. This notice will be sent at least 10 days before the effective date of expulsion. If the member considers his/her expulsion for causes a), b), c) or d) to be unreasonable, he/she must contact Management within 10 days of receipt of notice of expulsion to:

1. Question the validity of the expulsion: or
2. Arrange a meeting with Management prior to the expiration of the 10 day notice period to discuss the reason for his/her expulsion; or
3. Make any presentation to avoid such intended expulsion.

In the event no contact is made with Management within the 10 day notice period, such expulsion shall take effect on the date specified. Management's decision following such reconsideration shall be final and binding.

A suspension of membership or expulsion for causes a), b), c), or d) does NOT relieve the Member of his/her obligation to pay dues as specified in the "MEMBERSHIP DUES" section of the Contract.

**NEWSLETTER:** Periodic Facility events and updates are available on the WEBSITE at [www.morancity.org](http://www.morancity.org). Each member will receive an annual newsletter by U.S. mail in January of each year to their last known address. This newsletter will announce membership specials, changes in membership dues and other Facility information.

**PERSONAL PROPERTY:** The Facility will not be responsible for any personal property that is left unattended on the Facility premises by. A lost and found box is maintained as a convenience to members. Members are welcome to check the lost and found box if they wish. By supplying the lost and found box, the Facility is in no way assuming responsibility or liability for any member's property. The Facility is not a bailee and no Contract of bailment is established herein.

**CLEAN GYM SHOES:** are required in order to enter the fitness floor at all times. All members wishing to use the fitness center need to bring a clean pair of shoes and change their shoes prior to using fitness center equipment. No street shoes will be allowed on any of the fitness center floors.

## **Moran Exercise Facility Release of Liability & Waiver Form**

I understand exercise, training, and using fitness equipment are potentially hazardous activities. I further understand these activities involve risks of injury, aggravation of preexisting conditions, and in the most severe and extreme situations, even death. Furthermore, I acknowledge that the effects of exercise on the body cannot be predicted with complete accuracy and that injuries may occur during or following exercise that could lead to complications which adversely affect my health. These changes may include, among other effects, high blood pressure, increased heart rate, altered heart function, and possibly, and again in rare instances, cardiac complications. Accordingly, I acknowledge that I am voluntarily participating in these activities with the full knowledge and understanding of the potential dangers. I am aware that a comprehensive medical examination is necessary before using the equipment and machinery and that a consultation with a physician is essential to determine which physical activities, exercises, training and programs, if any, are recommended by my personal doctor. I further acknowledge that I have either had a physical examination within the last month and learned of the recommended activities, or that I voluntarily assume all responsibility and liability for using the facilities, equipment, machinery and participating in all programs at the ***Moran Exercise Facility***. I also have read and been informed of the following warning and notification: ***"If you are currently under a physician's care for an injury, condition or illness, the City of Moran strongly urge you to consult your physician before conducting any exercises, using any equipment, or participating in any program at the Moran Exercise Facility."***

Whether I have had an examination or voluntarily assume all liability I further declare that I am physically fit, sound, and suffering from no condition, impairment, disability, disease, infirmity, or illness that should prevent my participation in any program and the use of any exercise equipment and machinery. ***(Anyone who cannot sign that this statement shall not be allowed to use the facilities).***

Moreover, in consideration of being allowed to use all facilities, equipment, machinery, and programs, I personally assume all risks involved in all exercising, training, activities, and programs at the Moran Exercise Facility. I also waive and release, now and forever, all claims and causes of action against the City of Moran/Moran Pride Thrive, its elected or appointed officers, agents, volunteers, employees, representatives, consultants, executors, and all others directly or indirectly connected with the City of Moran/Moran Pride Thrive from any and all personal injuries I sustain (including death), any medical condition of any kind which results, any aggravation of a pre-existing medical condition that I aggravate, and any and all other damages or injuries which I sustain in any way from the direct or indirect result of my activities, exercise, training and participation at the ***Moran Exercise Facility***. I further hold the City of Moran/Moran Pride Thrive harmless from any loss to personal property which is lost or stolen while I use, or are present at the ***Moran Exercise Facility*** or while, during, going to, or going from the ***Facility***.

## Waiver/Release

I hereby agree to participate and/or engage in the use of the equipment, facilities, and programs offered by the ***Moran Exercise Facility*** upon the understanding and agreement that:

1. Acknowledging the desirability of a physical examination before participation, I represent to the ***Moran Exercise Facility*** that I am physically capable of participation in the program of my choice without injury. I warrant and represent to you that I have no disability, impairment, or ailment preventing me from engaging or participating in activity that will be detrimental or injurious to my health, safety, or physical condition if I do so engage or participate.

2. I am aware of the risks of illness or injury inherent with an exercise program. I am participating in the ***Moran Exercise Facility's*** programs upon the express understanding that I hereby indemnify, waive and release the ***Moran Exercise Facility***, its elected or appointed officers, agents, volunteers, employees, representatives, consultants, executors, and all others directly or indirectly connected with the City of Moran/Moran Pride Thrive and Assigns from any and all claims, costs, liabilities, expenses or judgments, including attorney's fees and court costs (hereafter referred to as the "Claims") arising out of my participation in the program(s) or any illness or injury resulting therefrom, and hereby agree to indemnify and hold harmless the ***Moran Exercise Facility*** from and against any and all such Claims.

3. I assume full responsibility for myself and anyone who becomes a member under this Contract, including any children/dependents of mine and shall indemnify, its elected or appointed officers, agents, volunteers, employees, representatives, consultants, executors, and all others directly or indirectly connected with the City of Moran/Moran Pride Thrive against any and all liability incurred by them toward such, I understand and agree that any person who is a party to my Membership Contract will also be a party to this waiver/release. I hereby execute and deliver this waiver and release so that I may participate in the program(s) offered by the ***Moran Exercise Facility***.

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City of Moran	Date	Member	Date
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