

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



229 Fremont Street  
Lake Mills, WI 53551  
(920) 945 - 0156

Are you enrolled in the Unity Insurance Incentive Program?

Yes: \_\_\_\_\_ #: \_\_\_\_\_  
No: \_\_\_\_\_

### Membership Application Form

(Please Print)

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Birth Date: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Spouse's Name: \_\_\_\_\_ Referred by: \_\_\_\_\_

Spouse's Birth Date: \_\_\_\_\_

Spouse's Cell Phone: \_\_\_\_\_

*In Case of Emergency, notify:*

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Children/Dependents:

Name

Birth Date

_____	_____
_____	_____
_____	_____
_____	_____

**For office use only**

**Membership Type:**

Family  Single  Renew Active- United Health Care Senior Program\*  Silver Sneakers\*

\*Confirmation Code: \_\_\_\_\_

Join Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ First Month Price \_\_\_\_\_

Membership Type: \_\_\_ 12 month \_\_\_ 6 month

Payment Terms:  Pay in Full  Monthly Auto Withdrawal Agreement (see attached) \_\_\_ ACH \_\_\_ Credit

Actual Price: \_\_\_\_\_ Discount: \_\_\_\_\_ Price Paid: \_\_\_\_\_

Special: (if applicable) \_\_\_\_\_

Paid by:  Cash  Check # \_\_\_\_\_  Charge  Auto Withdraw \$ \_\_\_\_\_ /month

Staff Representative: \_\_\_\_\_ Date: \_\_\_\_\_

With all membership agreements, of any term length, I am liable to pay for each term regardless of the amount of usage. It is my responsibility to contact the Rock Lake Activity Center, in writing, at least 30 days prior to any changes or cancellation of my membership. The rates are subject to change and I will be notified at least 45 days in advance of such change. **\$100 early termination fee for all memberships.**

**Please read and sign the back of this form**

**ACTIVITY CENTER WAIVER/RELEASE  
COVENANT NOT TO SUE AND INDEMNITY AGREEMENT**

I/We enter into this Activity Center Waiver Release, Covenant not to Sue and Indemnity Agreement ("Agreement") with the Rock Lake Activity Center, INC. ("RLAC"), for the privilege to use the center located at 229 Fremont Street in Lake Mills, WI 53551 based on the following terms and conditions.

**1. WAIVER AND RELEASE OF ALL CLAIMS (INCLUDING NEGLIGENCE)**

IN CONSIDERATION FOR USE OF THE CENTER, I/WE WAIVE AND RELEASE THE ROCK LAKE ACTIVITY CENTER, INC., IT'S AGENTS, SERVANTS, EMPLOYEES, INSURERS, SUCCESSORS AND ASSIGNS (HEREAFTER "RLAC") FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES OR SUITS AT LAW AND EQUITY OF WHATSOEVER KIND, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE, MEDICAL EXPENSES, LOSS OF SERVICES, ON ACCOUNT OF OR IN ANY WAY RELATED TO OR GROWING OUT OF MY PRESENCE AT RLAC OR USE OF RLAC AND/OR EQUIPMENT. **THIS WAIVER AND RELEASE IS INTENDED TO AND DOES RELEASE RLAC FROM ANY AND ALL LIABILITY FOR DAMAGES OR INJURIES ON ACCOUNT OF OR IN ANY WAY RELATED TO OR GROWING OUT OF MY NEGLIGENCE, THE NEGLIGENCE OF THIRD PARTIES, AND RLAC'S NEGLIGENCE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE IN THE CONSTRUCTION, MAINTENANCE AND UPKEEP OF RLAC AND ITS EQUIPMENT, NEGLIGENCE IN TRAINING, NEGLIGENCE IN SUPERVISION, VIOLATION OF THE SAFE PLACE STATUTE. THIS IS NOT INTENDED TO RELEASE RLAC FROM ANY LIABILITY RESULTING FROM THEIR INTENTIONAL CONDUCT.**

I/We understand that if, for any reason, I am or have been under medical supervision or if I have not exercised regularly in the recent past, that a doctor's approval should be obtained prior to my use of RLAC's equipment. I understand and agree that it is my sole responsibility to obtain a doctor's approval, and I hold RLAC harmless therefore.

I/We further covenant and agree not to institute and claims or legal action against RLAC for any claim release by this Agreement. I further agree that should any claim be made against RLAC in contravention of this Agreement, including, but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse RLAC) for any such claim and expenses including attorneys' fees and costs incurred by RLAC in defending themselves or securing indemnity hereunder.

1. I/We recognize RLAC is not always supervised and I use the center (including the premises and equipment) entirely at my own risk.
2. **Fitness center use:** Member may use RLAC during regular posted hours from the date of execution of this Agreement through the expiration date (or any paid extensions thereof) upon payment of dues as agreed upon on the Membership Application.
3. RLAC is not responsible for any lost or stolen valuables or property. All abandoned property will be placed in the "Lost and Found" located near the front desk. All properties not claimed within one month will be donated to a local charity.
4. While at RLAC, I/We agree to conduct myself/ourselves in a responsible manner, and shall refrain from engaging in inappropriate conduct, including use of loud, foul, slanderous language, or any intimidating or offensive conduct which would interfere with the peaceful use and enjoyment of RLAC by others.
5. I/We agree to comply with all notices, rules and/or regulations posted at RLAC and stated in its "Policies and Guidelines" packet.
6. Any illegal drugs, alcoholic beverages, intoxicants and criminal conduct are prohibited in RLAC.
7. I/We agree to extend common courtesies to other users and staff. If there are other users waiting to use the exercise equipment, I agree to vacate the equipment within 30 minutes of the initial use.
8. RLAC reserves the right to alter, modify and/or change its hours of business, as well as any equipment, programs and/or staff without notice to user.

**Pass Key Agreement** (do not fill out if you do not want a key)

As owner of an RLAC pass key, I agree to the following:

- o I understand that the use of a pass key is restricted to **members** only.
- o I will not lend or sell my pass key to any unauthorized user.
- o I will not borrow a pass key from another authorized user in the event I lose mine.
- o My use of the Rock Lake Activity Center will be restricted to the weight room, cardio room, and gym.
- o I will be responsible for turning off lights, fans, air, and equipment when not in use. I will be certain to close windows and ensure all doors remain shut.
- o I will wipe down any machines, benches or equipment I used.
- o I will report any concerns or challenges to the administration team.
- o I understand that anyone under the age of 16 must be accompanied by an adult member of RLAC.
- o Anyone under the age of 18 must vacate the premises by curfew unless accompanied by a responsible adult.  
Curfew: Sun. – Thurs: 10:30 p.m.; Fri – Sat: Midnight
- o I will return all equipment used to its rightful place.
- o I will not remove any equipment or property which does not belong to me from the RLAC without permission of the Center Director.
- o I understand that any infraction of the rules may be grounds for deactivating the pass key I possess.
- o Lost, damaged or stolen keys will be replaced at an additional charge of \$8.00.

Issued Tag # \_\_\_\_\_ Paid: \$ \_\_\_\_\_  Cash  Check # \_\_\_\_\_  Charge

**Acknowledgment**

I/We have been provided with an opportunity to review the foregoing Agreement and to have the Agreement reviewed by legal counsel of my choosing. I have read the Agreement and understand that by signing the Agreement I/we have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue RLAC for any injuries or damages I may sustain and my obligations to reimburse RLAC for any costs, including attorneys' fees they incur because a claim or legal action is brought in violation of this Agreement.

**\$100 early termination fee for all memberships.**

I/We agree any violation of the foregoing Agreement and its terms and conditions, as determined by RLAC, shall void and terminate this Agreement, at which time I/we shall forfeit all dues, rental fees and deposits paid.

**Must be signed by all members ages 18 years and older. Parent or legal guardian must sign for members under 18 years of age.**

Signature	Date	Signature	Date
Signature	Date	Signature	Date