



Village of Pinecrest Community Center Gym Membership Contract

5855 SW 111 Street, Pinecrest, FL 33156 | 305-284-0900 | fitness@pinecrest-fl.gov

Name: _____
(First) (MI) (Last)

Address: _____
(Street) (City) (State) (Zip)

Date of Birth: _____ Email: _____

Phone Number: _____

Select your membership option:

	<u>Resident</u>	<u>Non-Resident</u>		<u>Resident</u>	<u>Non-Resident</u>
<input type="checkbox"/> Individual Adult (18-64)	\$428.00	\$492.20	<input type="checkbox"/> 90 Day	\$107.00	\$128.40
<input type="checkbox"/> Individual Senior (65+)	\$256.80	\$321.00	<input type="checkbox"/> Monthly**	\$37.45	\$42.80
<input type="checkbox"/> Family*	\$781.10	\$941.60	<input type="checkbox"/> Weekly	\$21.40	\$21.40
			<input type="checkbox"/> Daily	\$10.70	\$10.70

*All listed in family membership must live at the same address – documentation required; Children ages 12-14 must be accompanied by an adult inside the fitness center; Children 11 and under are not permitted inside the fitness center.

**First and last month's payment due at registration. Thirty (30) days written notice is required to cancel all monthly memberships.

For Family Memberships, list all members:

<u>Name</u>	<u>DOB</u>

Members Code of Conduct and Refund Policy

I agree to abide by all Pinecrest Community Center rules, regulations and procedures. Violations to this Code of Conduct may result in revocation of my membership privileges. I also accept full responsibility for my Household members and guests. I understand that full payment is required upon purchase of the membership and that membership fees are non-refundable or transferable. I acknowledge that all information on this form is true to the best of my knowledge.

Member's Signature: _____

Employee Initials: _____



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RELEASE OF LIABILITY, HOLD HARMLESS & INDEMNIFICATION AGREEMENT, & PHOTO RELEASE

This Release of Liability, Hold Harmless and Indemnification Agreement, and Photo Release ("Agreement") is executed

by _____, an ADULT (the "Participant"); or

by _____, a MINOR CHILD (the "Participant"),

and by _____, the parent and/or legal guardian of the Participant (the "Guardian"), in favor of the Village of Pinecrest, Florida (the "Village") and its elected/appointed officials, directors, employees, officers, and agents.

The Participant is participating in recreational activities and programming sponsored by the Village's Parks and Recreation Department. The Participant, and if the Participant is a minor, the Guardian on behalf of Participant, acknowledges and agrees that:

1. Participant is willingly and voluntarily participating in the Village's recreational activities and programming with knowledge of the dangers involved. Participant acknowledges that participation in these activities may involve risk to Participant's personal safety and carries with it the potential for injury, death and property loss. Participant understands that the Village makes no guarantees that the Village's recreational activities and programming are free of hazards, including by way of example and not limitation, those associated with terrain, facilities, equipment, weather, Participant's personal health, or the actions of other people, and make no guarantee ensuring Participant's personal safety. Participant hereby agrees to expressly assume and accept any and all risks of injury or death.
2. Participant hereby assumes all of the risks of participating in all activities sponsored by the Village, including risks that are both known and unknown, human and environmental, even if such risks arise from Participant's own negligence or the negligence of the Village.
3. Participant understands that participating in the Village's recreational activities and programming is voluntary and that the Participant is not required to participate. Participant agrees to abide by the Village's safety policies and procedures, criteria and requirements in addition to all safety instructions and directions provided by Village personnel during recreational activities and programming.
4. Participant, for himself/herself and on behalf of his/her beneficiaries, heirs, assigns, personal representatives, and next of kin hereby releases and holds harmless the Village with respect to any and all injury, disability, death, loss or damage to Participant or Participant's property arising out of or in any way connected to Participant's participation in Village programming, whether resulting from Participant's negligent act or omission or the negligent act or omission of the Village.
5. Participant declares himself/herself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent participation in Village's recreational activities and programming. Participant hereby acknowledges that it is recommended that a physician's approval be obtained in advance of participation in an exercise/fitness activity or in the use of exercise equipment and machinery. Participant also acknowledges that it is recommended that Participant have a yearly or more frequent physical examination and consultation with Participant's physician as to physical activity, exercise, and use of exercise and training equipment so that Participant might have recommendations concerning these fitness activities and equipment use. Participant acknowledges that Participant has either had a physical examination or has been given a physician's permission to participate, or that Participant has decided to participate without the approval of Participant's physician, and does hereby assume all responsibility for Participant's participation in Village programming and activities.

Employee Initials: _____



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6. In case of emergency, the Village is authorized to seek medical treatment and transportation for Participant from such physicians, hospitals and ambulance services as may be chosen by it in its reasonable discretion (note: the
7. physician(s), hospital(s), and ambulance service(s) selected by the Village may not be the Participant's preference). Participant acknowledges that the Village has no obligation to seek such treatment or transportation. Participant hereby consents to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during the Program. Participant understands that Participant is responsible for furnishing insurance in case of injury and accepts full financial responsibility for payment of any and all medical services. Participant hereby releases and forever discharges the Village from any claim whatsoever that arises or may arise on account of any first aid, treatment or service rendered to Participant in connection with the Village, its Parks and Recreation Department, and related programming and activities.
8. Participant also acknowledges that the Village and their partners and/or sponsors may use photographs, video or film for educational, informational or promotional purposes, and Participant hereby grants the Village and their partners and sponsors permission to include images of Participant or Participant's likeness for any purpose with no compensation or liability.
9. Participant agrees to indemnify and hold harmless the Village from and against any and all claims, demands and causes of action of whatsoever kind or nature sustained by the Village arising out of, or by reason of, or resulting from the activities and programming contemplated by this Agreement, and from and against any and all resulting losses, costs, expenses, attorney's fees, liabilities, damages, orders, judgments, and decrees in connection with this Agreement and the activities contemplated herein.
10. Participant understands that this Release and Waiver is intended to be as broad and inclusive as permitted by the laws of the state of Florida and agree that if any clause or provision of this Release and Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect the remaining provisions of this Release and Waiver.

NOTICE TO THE MINOR CHILD'S NATURAL OR LEGAL GUARDIAN READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN THE VILLAGE USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE VILLAGE IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE VILLAGE HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I HAVE READ, FULLY UNDERSTAND AND ACCEPT THIS RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, AND PHOTO RELEASE, AND I SIGN THIS FORM ON MY OWN FREE WILL.

Participant's Name (Print) _____

Participant's Signature _____ Date _____

(or, if Participant is a Minor Child, Signature of Parent or Legal Guardian) Parent or Legal Guardian's Name (if Participant is a Minor Child) _____

Address _____

City _____ State _____ Zip _____

Employee Initials: _____