

**JEWISH COMMUNITY CENTER OF DENVER  
MEMBERSHIP AGREEMENT**

Welcome to the Staenberg-Loup Jewish Community Center. The mission of our Fitness & Aquatics Center is to provide exceptional service in a safe and welcoming environment to all. We are excited that you have chosen us to help fulfill your wellness needs and we stand ready to support you in your journey.

Please read this information carefully and in its entirety prior to signing this Membership Agreement (the "Agreement"). You are entitled to a copy of this Agreement at the time you sign it.

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**PURCHASE OF MEMBERSHIP**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Town/City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Additional Family Members Names & Birth Dates (If Applicable):** \_\_\_\_\_

\_\_\_\_\_  
**Referred By (If Applicable):** \_\_\_\_\_

**Membership Type:**

Young Adult    Individual    Individual +1    Family    Senior    Senior +1  
 Summer Family    Nanny add-on

**Enrollment Fee:** \$ \_\_\_\_\_ **Pro-Rated Dues:** \$ \_\_\_\_\_ **Summer Family Fee:** \$ \_\_\_\_\_

**Monthly Dues (subject to applicable taxes):** \$ \_\_\_\_\_

**Billing will be on a calendar month basis and the next billing date will be:** \_\_\_\_\_

**Month to Month:** Your membership dues are collected on a monthly recurring basis.

Your membership shall renew monthly absent your cancellation and shall commence on \_\_\_\_\_.

- The JCC Fitness and Aquatics Center ("JCC" or "Seller") agrees to sell and you ("you" or "Member") agree to buy, on the terms and conditions set forth herein, a membership to JCC's health club (the "Center"), which shall entitle you to the use of the facilities at the JCC, located at **350 S. Dahlia St., Denver, Colorado**, at any and all times the Center is regularly open for business during the term of this Agreement.
- You are the sole owner of your membership and your membership is not transferable.
- All members may pay a nonrefundable and nontransferable enrollment fee. The amount, manner and time of payment shall be established by JCC and may be changed from time to time.
- You agree to make your membership dues payments in accordance with your selected membership and its associated cost, and you hereby authorize JCC to debit or charge your payment method on file for all applicable membership dues and/or other charges that you incur as long as this Agreement remains in effect.

- This authorization is to remain effective until JCC has collected for all charges assessed in connection with the terms and conditions of this Agreement. You have the right to stop payment on an automatic debit by notifying your bank. This, however, does not void this Agreement with JCC to fulfill your payment commitment and you are obligated to pay by some other method.

### **PAYMENT TERMS**

- The obligation to pay dues is not dependent on the availability of all the Center's facilities for member use. Activities, repairs and/or maintenance of facilities may make it necessary for JCC to restrict use of one or more facilities or to temporarily close the Center which will not reduce or suspend the Member's obligation for payment of dues unless otherwise stated herein or required by law.
- JCC may increase the amount of your monthly dues in its discretion. Notice of an upcoming increase will be posted conspicuously within the Center at least one billing cycle prior to the change.
- If any amount due under this Agreement is not paid in full as of the 5th of the month in which it is due and payable, you shall pay a late charge for each month that such amount is outstanding equal to the lesser of (a) the maximum amount permitted under applicable law, or (b) \$25.
- JCC will charge a service fee of \$25 for each month in which your dues are unable to be collected through no fault of JCC.
- A 3% service charge will be added to all credit card transactions, including but not limited to initiation fees and monthly dues.
- You agree to reimburse JCC for any costs JCC may incur as the result of failure of your bank or credit card issuer to honor any automatic charge or deduction.
- For nonpayment of amounts due, the Center has the right, among other things, to (a) initiate collection action against you, (b) suspend your right to use any club, and (c) terminate this Agreement.

### **CANCELLATION TERMS**

#### **I. BUYER'S RIGHT TO CANCEL UNDER COLORADO LAW.**

These rights are provided to you by the State of Colorado in accordance with state law. These rights overrule JCC's cancellation rules to the extent of any conflict. You may rescind your membership in this Center within three days after receipt by you of a copy of this contract. You may rescind the sale either by telegram, mail, or hand delivery. You may also cancel your membership in the following cases: if you die; if you become totally physically disabled as determined by a licensed physician or advanced practice nurse for the duration of the membership contract; if the Center has moved to a location that is more than five miles from the location of the Center when you entered into the membership contract; if membership in the Center is transferred to a location of the same club or another club, which location is more than five miles from the location of the club when you entered into the contract, and this transfer occurs because of cessation of Center services at the club location from which the membership is transferred; and if JCC permanently discontinues operation of the Center or sells the Center and the sale results in substantial alteration of the quality of Center services or facilities or the nature of benefits so that they no longer conform to the provisions of the membership contract.

#### **II. JCC'S CANCELLATION RULES.**

If your reason for cancellation does not fit within one of the statutory rights of cancellation described above, then these rules described below will control when and how you are able to cancel your membership with JCC.

- If you wish to cancel your membership after the first three days, you may do so for any or no reason. To initiate your cancellation, you must provide JCC with written notice.

- Once JCC receives your written notice, your cancellation will be effective thirty (30) days from the next billing cycle.
- Enrollment and Processing fees incurred at the start of your membership reflect real expenses incurred by JCC in the implementation of your membership therefore are not refundable upon cancellation.
- Failure to utilize the services of the Center does not imply intent or desire to cancel your JCC membership and you shall continue to be responsible for payment of all dues unless or until you cancel your JCC membership.
- JCC has the right to suspend and/or terminate any membership due to disorderly, disruptive, or abusive conduct, illegal activities, or failure to abide by the Center's rules and regulations, whether by a Member or by any guest or invitee of the Member, or due to the Member's breach of any other provision of this Agreement, including failure to make any payment when due.
  - Without limiting the foregoing, JCC shall have the right to suspend and/or terminate this Agreement if Member makes disparaging statements (whether orally or in writing) about the business or operations of JCC or commences, threatens, organizes, or participates in (a) legal proceedings against JCC, its owner, or its operator, or (b) a picket, boycott, strike, or similar act against JCC.

### **III. MEMBERSHIP FREEZE OPTION.**

JCC offers to its members the option to "freeze" memberships, during which time you will be charged \$25 to "freeze" your membership dues and you will not be able to access the Center. Here are the rules governing the freezing of your membership:

- You may freeze your membership once every twelve (12) months.
- You may not freeze your first month of membership.
- Your membership may be frozen in monthly increments, for a minimum of one month and a maximum of three months.
- Requests to freeze a membership will be effective starting one billing cycle after the request is made. JCC cannot freeze a membership mid-billing cycle.

## **ASSUMPTION OF RISK AND RELEASE OF LIABILITY**

I have chosen to utilize the facilities within the Jewish Community Center of Denver (the "Center"). I warrant that I am in good health and do not suffer from any physical condition that limits my ability to use the Center. I agree to comply at all times with the rules, policies and procedures established for the Center.

I understand, acknowledge and agree that my use of the Center is an activity that entails risks which cannot be eliminated regardless of the care taken to avoid injuries. I understand, acknowledge and agree that my access and use of the Center is completely voluntary, and I assume all risk associated therewith, including, without limitation, scrapes, lacerations, impact injuries, illness, infection, exhaustion, broken bones, strains, sprains, mental stress and anxiety, slips and falls, equipment failure, damage to property, drowning, disfigurement, death, and any other risks foreseeable or not foreseeable.

In consideration of the permission granted me to access and use the Center, I hereby fully assume the risks incidental to using the Center and, to the fullest extent permitted by applicable law, **I hereby fully release, waive, discharge, indemnify, covenant not to sue, and agree to hold harmless for any and all purposes WTS International, LLC, Jewish Community Centers of Denver, and their respective employees, officers, members, owners, and subsidiaries (collectively the "Releasees") from and against any and all liabilities, claims, actions, damages (including, without limitation, reasonable attorneys' fees and court costs), costs and/or expenses arising out of or in any way connected with my use of the Center. In the event any provision of this Release is held to be unenforceable, such holding shall not affect the validity or enforceability of the remainder of this Release, which shall remain binding upon the undersigned.**

I acknowledge I am signing this Release voluntarily. I understand this document is a release of, without limitation, any liabilities, losses, claims, damages, demands, rights of action or causes of action resulting from or arising out of my access to and use of the Facilities along with the acts, omissions and negligence of the Releasees. This document is intended to and shall be construed so as to provide the broadest possible protection for the Releasees under law. I voluntarily sign my name in physical or digital form as evidence of my acceptance of all the provisions contained herein and my agreement to be bound by them.

**COVID-19 ACKNOWLEDGMENT:** I understand, acknowledge, and agree that an inherent risk of exposure to COVID-19 exists in any enclosed space open to the public such as the Center. COVID-19 is an extremely contagious disease that can lead to severe illness and death. This risk may result in illness or injury severe enough to require serious medical care and cause short or long-term disability and even death. By signing this Release, I acknowledge that I am in good health, to the best of my knowledge I do not have COVID-19, and I will not visit the Center if I am experiencing the symptoms of COVID-19, and that the Center may deny me entry based upon my presentation of COVID-19 symptoms in their sole judgement. I assume all risk associated with utilizing the Center during the COVID-19 pandemic including, without limitation, contraction of the COVID-19 virus.

## **MEMBER RESPONSIBILITIES**

- Member must give written notice to the Club of any changes in the Member's name, address, e-mail address, telephone number, EFT information, and other billing or contact information. All written communications to the Member shall be deemed received 5 days following mailing, first class postage prepaid, to the last known address of the Member appearing on the Club records.
  - Member agrees to the use of e-mail, text messaging, mail, telephone (including cell phone), and any other form of communication via a mobile device, the internet, or other electronic or technology-based media as a form of personal and promotional communication with the Center. Member e-mail addresses will not be sold or rented to third parties but may be made available to contract vendors solely for promoting affinity programs with The Center. The Center will remove Member's e-mail address from its database upon Member's written request.
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By signing this Agreement, you acknowledge that you are of legal age, have received a completed copy of this Agreement along with the attached terms and conditions, agree to all the terms and conditions contained herein, and acknowledge that the Center has not expressed or implied any warranty or representation other than those contained herein. You acknowledge that the Center is not offering, and this Agreement is not a contract for services related to instruction, training, or assistance in bodybuilding, exercising, weight reducing, figure development, any martial arts, or any similar course of physical training.

By my signature below, I certify that I have read, understand, and fully agree to each of the statements in this document and sign below freely and voluntarily.

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

Signature: \_\_\_\_\_

## JEWISH COMMUNITY CENTER OF DENVER RULES AND REGULATIONS

### Article I Membership

Section 1. Provisions. The classification of members, the amount of dues payable by the members of each class, the amount of initiation fees, the suspension and expulsion of members, and all other matters affecting or relating to the members or membership shall be under the complete control of the Center. The dues applicable to any type of membership and any other charges imposed by the Center may be amended at any time without notice.

Section 2. Nondiscrimination. It shall be the policy of the Center to accept applications for membership from any individual or business group of good character and responsible credit background without regard to race, creed, color, sex or national origin.

### Article II

#### Processing fees and other charges

Section 1. Initiation fees. All members shall pay a nonrefundable and nontransferable processing fee. The amount, manner and time of payment shall be established by the Center and may be changed from time to time.

Section 2. Dues. The Center shall, from time to time, determine the amount and terms of payment of dues which shall be payable by the members on or about the 27th (27) of the month, prorated at commencement. The obligation to pay dues is not dependent on the availability of all the Center's facilities for member use. Activities, repairs and/or maintenance of facilities may make it necessary for the Center to restrict use of one or more facilities or to temporarily close the Center which will not reduce or suspend the memberships' obligation for payment of dues unless otherwise stated herein or required by law.

Section 3. Late or returned item charges. Payments for bills rendered that are not received by the fifth (5th) of any month will be considered delinquent and will be assessed a late charge of \$25.00 per payment missed. A \$25.00 fee will be assessed to any member for a returned check or credit card draft as a result of insufficient funds, account closed, etc.

Section 4. Delinquent accounts. Members failing to make payment within thirty (30) days will be classified as delinquent and will be responsible for all collection costs including attorney and other collection fees.

### Article III

#### Termination of membership

JCC, in its sole discretion, reserves the right at any time to terminate the membership of any member for any reason, including but not limited to: failure to comply with any of the rules and regulations adopted by JCC. A terminated member will remain liable for all dues and other indebtedness incurred prior to receipt of the cancellation by JCC. Any pre-paid dues for unused services will be refunded to member in case of involuntary termination. The membership of any member which is thirty days (30) days in arrears in its account to JCC may, at the option of JCC, be terminated without notice.

### Article IV Regulations

Section 1. Registration. Members must check in and present their membership card each time they use the Center. Members requesting access to the Center without their membership card may be requested to show their photo I.D.

Section 2. Guest. Guests may use the Health Club only when accompanied by a member and must sign in at the front desk and pay the guest usage fee determined by JCC. Members of JCC are responsible for the appropriateness of attire and conduct of their guests. JCC reserves the right to limit the number of guests a member may bring to JCC at any given time. Furthermore, JCC reserves the right to limit the number of guests that may visit JCC per year.

Section 3. Attire and equipment. Proper attire is required for participants using the Center. Shirts and shoes are required in all public and recreation areas. No footwear other than appropriate shoes for that activity may be worn. No athletic attire shall be left in the Center overnight unless the member has an assigned locker.

Section 4. Damages. The cost to repair damage to any property caused by a member, or a member's guest shall be paid by the member.

Section 5. Etiquette. As a member of JCC, it is expected the member and their guest abides by appropriate etiquette for fellow members and staff. Cell phones are not allowed in the Center, particularly in changing areas or common areas. Use of profane language or aggressive behavior will not be tolerated. Guest should notify JCC to resolve matters, and not take measures into their own hands or confront other members. Usage of equipment may be subject to time limitations. Additional rules throughout the Center do apply and are clearly stated throughout the facility.

Section 6. Rules not inclusive. The rules contained herein are not inclusive. Additions and amendments to the Center rules and regulations may be made from time to time at the sole discretion of the Center. On all questions regarding the construction of the Center rules and regulations, the decision of the Center will be final. Members who violate such rules and regulations shall be subject to termination of their membership pursuant to article IV

Section 2. A copy of the Center rules and regulations will be made available upon request.

### Article V Medical examination

Member represents and warrants that member is in good physical condition and that he or she has no illness or communicable disease, disability, impairment, or ailment preventing him or her from engaging in active or passive exercise or that will be detrimental to his or her health, safety, comfort, or physical condition or detrimental to the health, safety or comfort of other members or guests of the Center. If member should develop any such illness or communicable disease, disability, impairment, or ailment during the term, member agrees to discontinue his/her membership until he/she has received an appropriate medical release for member's doctor authorizing member to continue using the facility. The Center is under no obligation to make any further inquiry regarding the member's health or physical condition. All members are strongly encouraged to have a complete physical examination by a medical doctor prior to beginning any program of strenuous new activity.

### Article VI Closing

Buyer acknowledges that cardio and weight training floors may close up to 15 minutes prior to posted closing time nightly. Buyer agrees that all or any part of the Seller's facilities can be temporarily closed for up to two weeks per year for maintenance purposes. The club may maintain limited hours or close on certain posted holidays. In addition, abbreviated hours apply to various holidays without obligation on the part of the Seller to extend the term of this contract. Based on Seller's discretion, certain facilities may be temporarily closed due to maintenance or other reasons without notice.

### Article VII Miscellaneous

Seller shall not assign his Contract, except in connection with the sale or transfer of the Center. Buyer acknowledges and agrees that this contract constitutes the entire understanding with Seller: that this Contract may be changed only in writing signed by Seller and Buyer; and that Seller has made no representations other than those expressly contained in this Contract. Buyer agrees that if Seller's equipment or facilities malfunction and such malfunctions substantially affects Buyer use of the Center, Seller has no obligation to Buyer as a result thereof, except if such malfunction is due to Seller's negligence and such malfunction is not repaired within a reasonable period of time after notice to Seller. In such event, Seller's sole obligation to Buyer shall be to extend the Term at no additional cost to Buyer for a period of time equal to the period in which Seller was unable to perform. If any other similar facility is made available to Buyer during such a period of time, than no extension of the Term shall be given to Buyer. If any part of this Contract shall be held void or unenforceable, the remaining provisions of this contract shall continue in full force and effect. This contract is governed by and shall be construed in accordance with the laws of the state of Colorado. .

## **Waiver, Release of Liability and Assumption of the Risk for JCC Facilities [COVID-19 exposure]**

NOTICE: THIS IS A LEGALLY BINDING DOCUMENT. Read this document carefully and in its entirety. By signing this Waiver, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your participation in the Jewish Community Centers of Denver (JCC) Programs or use of JCC's facilities, including but not limited to the Fitness Center, Tennis Center, Pool, Mizel Arts and Culture Center, and Ranch Camp.

**The Coronavirus, COVID-19, is an extremely contagious virus that spreads easily. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in JCC programs or accessing our facilities could increase the risk of contracting COVID-19. The JCC in no way warrants or guarantees that COVID-19 infection or exposure will not occur through participation in our programs or accessing our facilities. The undersigned participants, parent(s), and/or legal guardian of the participants (individually or collectively "Participants"), are voluntarily participating in programs with knowledge of the associated risks. Persons who are 65 years or older, have chronic lung disease or moderate to severe asthma, serious heart conditions, are immunocompromised, pregnant, or are determined to be high risk by a healthcare provider are at increased risk. The Participant (or Participating Minor's Guardian) acknowledges that they may fall within the classification of people who have been identified as Vulnerable Individuals, who may have an increased risk of susceptibility to or complications of COVID-19 due to their age or an underlying medical condition. Vulnerable Individuals voluntarily agree to assume the risks of participating in JCC programs or use of the JCC facilities.**

By signing this Waiver the Participants agree to comply with all COVID-19 policies, protocols, and procedures implemented by the JCC including, but not limited to the following:

- To wear a face mask at all times while on the JCC premises.
- To maintain a social distance of at least six (6) feet from others at all times.
- You are verifying that you have not come in contact with an individual who has tested positive for COVID-19 in the last 14 days.
- If you have recently been sick or tested positive for COVID-19: You are verifying that more than 10 days have passed since you started exhibiting any COVID-19 symptoms (such as cough, shortness of breath, fatigue, etc.) or that it has been more than 10 days since you have tested positive for COVID-19,

AND that your symptoms have improved,

AND that you have not had a fever for at least 24 hours (without using a medicine that reduces fevers).

- To be subject to a health screening each time I/we enter the JCC premises. This will include a visual examination and a temperature check. If any Participant refuses to submit to a health screening or does not meet the requirements of the daily health screening, including (exhibiting any symptoms associated with COVID-19), they will not be permitted to enter the JCC. Depending on the reason the requirements are not met (i.e. fever), Participants may not be permitted back to the JCC for a longer period of time, at the JCC's sole discretion.
- Individuals under the age of 18 may fill out the health screening form themselves if their parent/guardian has signed this form in its entirety before arriving at the JCC.
- Not to use any equipment (fitness machines, tennis rackets, etc.) unless authorized by the JCC and until it has been properly sanitized. All equipment must be sanitized between each use.

- Failure to comply with any of the JCC policies may result in removal from the JCC premises without refund, at the JCC's sole discretion.

The terms of this COVID-19 Waiver are all subject to federal, state, and local regulations and are subject to change at any time, with or without advance notice. The JCC facilities may be closed or use of the facilities may otherwise be changed/restricted. JCC cannot guarantee refunds in the event of a cancellation or postponement.

The undersigned, Participant(s), our heirs, beneficiaries and successors, to the fullest extent permitted by law, hereby knowingly, intentionally, and voluntarily forever release, waive, discharge, relinquish and indemnify the Staenberg-Loup Jewish Community Center (Jewish Community Centers of Denver), JCC Ranch Camp, and the Mizel Arts and Culture Center including, without limitation, all of their board members, managers, directors, officers, employees, representatives, agents, affiliates and assigns, from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen sickness, disease, death or other bodily injury and personal injuries, and property damage, which are alleged to result from or may have resulted from exposure or contraction of COVID-19, that may be sustained in any way connected to, related to, or arising out of presence of the participants at the JCC, whether direct or indirect, and/or use of any JCC equipment, facilities or premises. This acknowledgment and assumption of risks and release includes claims resulting from the JCC's negligence of any kind or nature, whether foreseeable or not and includes claims for personal injury or wrongful death (including claims related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim. The undersigned further agrees to RELEASE, defend and indemnify (indemnify meaning protect by reimbursement or payment) and hold harmless the JCC with respect to any and all claims brought by or on behalf of the Participants for any injury, damage, permanent disability, death or other loss in any way connected with the Participants' use of JCC facilities, use of any equipment, facilities or premises and/or brought by a co-participant or any other person for any injury, damage, permanent disability, death or loss to the extent caused by the Participant's conduct in the course of using the JCC facilities and/or using any equipment, facilities or premises. The undersigned understands the JCC does not provide insurance coverage to Participants.

The undersigned have full knowledge of the nature and extent of the risks inherent during JCC facility use and their program participation are voluntarily assuming said risks. The participant on the signed line is responsible for the minors listed below.

\_\_\_\_\_  
Name of Participant/Participating Minor      Date

You must be 18 years of age or older to sign this form. If a Parent/Legal Guardian is signing for their Participating Minor (child) above, Parent/Legal Guardian consents to having their Participating Minor fill out their own COVID-19 health screening at the start of the activity.

\_\_\_\_\_  
Participant/Legal Guardian Signature      Participant/Legal Guardian Name (Print Clearly)

\_\_\_\_\_  
Date