

Hinds Community College Wellness Complex

P.O. Box 1100 Raymond, MS 39154
601.857.3711 rywellness@hindsc.edu



MEMBERSHIP AGREEMENT

NAME: _____ MEMBERSHIP ID: _____ AGE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

MOBILE PHONE: _____ HOME PHONE: _____ EMAIL: _____

EMERGENCY CONTACT: _____ PHONE: _____

ADDITIONAL FAMILY MEMBERS: *Immediate family only**

NAME: _____ AGE: _____ RELATION: _____ MEMBERSHIP ID: _____

NAME: _____ AGE: _____ RELATION: _____ MEMBERSHIP ID: _____

NAME: _____ AGE: _____ RELATION: _____ MEMBERSHIP ID: _____

MEMBERSHIP PAYMENT INFO:

TYPE: Monthly Draft \$25.00/mo per member or Paid-In-Full \$275.00/yr per member

DUES: Total Monthly Draft Amount: _____ or Total Amount Paid-In-Full: _____

I fully understand and agree to all terms and conditions for obtaining a membership at the Hinds Community College Wellness Complex. I recognized that all members of the Wellness Complex must be 16 years of age or older. I agree to pay all membership dues for each member listed above. Also, I acknowledge that in order to terminate this membership agreement I must pay-in-full any past due balances that may have occurred and I must formally sign a cancellation form in person to the Wellness Complex. If a past due balance does occur, all members on this account will not be given access to the Wellness Complex until the past due balance is paid.

Primary Member Signature

Date

Parent/Guardian (if primary member is not at least 18 y/o)

Date

AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER

I wish to make my payments to the Hinds Community College Wellness Complex through its Pre-Authorized Payment Program. I hereby authorize my bank or credit card company to make my payment for monthly dues, any unpaid past dues, and any other fees, taxes or charges from the account I used to pay for the Total Due Today or from the account shown above. I agree to pay a fee of \$10.00 when applicable due to a late charge, decline charge, as well any other charges allowed by law for any EFT or credit card charge not honored by my bank or Credit Card Company. I understand that the Hinds Community College Wellness Complex may, upon written notice, change the date that my monthly dues are debited from my account.

Guaranty: Any guarantor who signs below guarantees the full payment of all amounts owed to the Hinds Community College Wellness Complex under this Agreement. This is a guaranty of payment and not collections and will be effective without notice of acceptance by the beneficiary hereof. This is a continuing guaranty. The Hinds Community College Wellness Complex may extend the time allowed for payment, modify this Agreement and release other parties to this Agreement without affecting the obligation of Guarantor hereunder.

By signing this Agreement, Member acknowledges that (A) This Agreement is a contract that will become legally binding upon its acceptance by the Hinds Community College Wellness Complex, and (B) Member has examined the facilities and accepts them in their present condition.

Member/Guarantor Signature: _____ Date: ____/____/____

Guarantor Signature (if different then member): _____ Date: ____/____/____

Notice of Renewal:

This Membership Agreement will renew automatically on a month-to-month basis at the end of the Initial Term, with dues to be paid in the amount equal to the dues in effect at that date. The Hinds Community College Wellness Complex reserves the right to change the amount of dues and charges payable hereunder after the end of the Initial Term of this agreement, any such dues changes can occur no more frequently than once per year. Member may cancel this Agreement at any time after the Initial Term by written notice to the Hinds Community College Wellness Complex complying with the provisions set forth in this Agreement. Cancellation shall be effective on the next monthly dues payment date; provided, that if any such notice of cancellation that is not received by the Hinds Community College Wellness Complex at least 30 days prior to such next monthly dues payment date, payment shall be effective on the next succeeding monthly dues payment date.

Member Initial: _____

ADDITIONAL TERMS AND CONDITIONS

GENERAL: Member has joined the Hinds Community College Wellness Complex designated on the above Agreement. The hours of operation will be set by Hinds Community College Wellness Complex and may be changed at any time in its sole discretion. Hinds Community College Wellness Complex expressly reserves the right to add, to eliminate, or alter any program, equipment, brand name, furniture or fixture when deemed necessary or desirable in its sole discretion. The information on this Agreement is the property of Hinds Community College. Membership does not confer on Member any ownership interest in Hinds Community College Wellness Complex or any of its property.

RULES AND REGULATIONS: By initialing below Member acknowledges the existence of and the need for rules and regulations governing use of Hinds Community College Wellness Complex's equipment and facilities and participation in programs and services (the "Rules and Regulations"). Hinds Community College Wellness Complex reserves the right to modify, amend or supplement the Rules and Regulations from time to time in its sole discretion. Hinds Community College Wellness Complex may cancel Member's membership at any time for breach of the Rules and Regulations or generally undesirable behavior, as determined by Hinds Community College Wellness Complex in its sole discretion, and Member will not be entitled to a refund of any portion of fees or dues paid to the date of cancellation, unless otherwise required by law.

Member Initial: _____

LIABILITY FOR PERSONAL PROPERTY: Hinds Community College shall not be liable to Member or any of Member's guests or invitees for any personal property that is damaged, lost or stolen while on or around the Hinds Community College premises including, but not limited to, a vehicle or its contents or any property left in a locker. Member shall be liable to Hinds Community College for any damage to Hinds Community College Wellness Complex for any damage to Hinds Community College Wellness Complex's facilities or any equipment, furniture or fixture located thereon caused by Member or any Member's guests or invitees.

PAYMENT DEFAULT: If member fails to pay any amount when due under this Agreement, Hinds Community College Wellness Complex shall be entitled, at any time in its sole discretion, to suspend or cancel Member's membership and to require Member to immediately pay all past due balances. Suspension or cancellation shall not relieve Member from the obligation to pay any unpaid balances. Any payments owing from Member to Hinds Community College Wellness Complex that are not received when due shall bear interest at the highest rate permitted by law. If Member fails to pay any amount due to Hinds Community College Wellness Complex when due, Member shall pay all costs and expenses of collection incurred by Hinds Community College Wellness Complex, including reasonable attorney's fees and expenses.

MEMBER'S RIGHT TO CANCEL

GENERAL CANCELLATION POLICY: Members reserve the right to terminate their membership(s) at the Wellness Complex at any point. Only the Primary Member will be allowed to terminate and/or make changes to any membership agreement(s) with the Wellness Complex. The membership termination process may take up to 10 days. Membership dues for the current month will not be refunded. If any membership is terminated after the 24th day of the month, members may be responsible for membership dues the following month.

HEALTH REPRESENTATIONS AND AGREEMENTS: Member represents and warrants to Hinds Community College Wellness Complex that Member is in good physical condition and has no medical reason or impairment that could prevent Member from his or her intended use of Hinds Community College Wellness Complex's facilities. Member acknowledges that Hinds Community College Wellness Complex has not given Member any medical advice before Member joined Hinds Community College Wellness Complex and cannot give Member any such advice after Member joins Hinds Community College Wellness Complex, whether related to Member's physical condition and ability to use the facilities and services of Hinds Community College Wellness Complex or otherwise. Member acknowledges and agrees that Member will discuss any

health or medical concerns with Member's physician or other health professional before using Hinds Community College Wellness Complex's facilities.

NO WARRANTIES: Member agrees that no warranties representations or agreements of merchantability, fitness for a particular purpose, or otherwise, express or implied, were made to Member by Hinds Community College Wellness Complex, except any such warranties made in writing and signed by representative of the Hinds Community College Wellness Complex.

WAIVER OF LIABILITY; ASSUMPTION OF RISK: You (Member and all guests and parents signing on behalf of any child under 18) agree that if you engage in any physical exercise or activity or use any Hinds Community College Wellness Complex facility on the premises, you do so at your own risk and assume the risk of any and all injury and/or damage while engaging in any physical exercise or activity or use of any Hinds Community College Wellness Complex facility on the premises. Your assumption of risk includes, without limitation, your use of any exercise equipment (mechanical or otherwise), the locker room, sidewalk, parking lot, stairs, group exercise studios, performance area, lobby/lounge area, or any equipment in the Hinds Community College Wellness Complex facility. Member agrees to assume the risk in his or her participation in any activity, class, program, instruction, or Hinds Community College Wellness Complex-sponsored event. You agree that you are voluntarily participating in the aforementioned activities and using the Hinds Community College Wellness Complex facilities and premises and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property. You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Hinds Community College Wellness Complex (and all affiliates, employees, agents, representatives, successors, and assigns) from any and all responsibilities, liabilities, claims or causes of action (known or unknown) from injuries or damages arriving out of or connected with my attendance at the Hinds Community College Wellness Complex, my participation in all activities at the Hinds Community College Wellness Complex, my use of equipment of machinery, or any act or omission, including negligence, by the Hinds Community College Wellness Complex, or any of its affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) Hinds Community College Wellness Complex's improper maintenance of any exercise equipment or facilities, (c) Hinds Community College Wellness Complex's negligent instruction or supervision, including personal training, or any other form of negligence by the Hinds Community College Wellness Complex or any employee of the Hinds Community College Wellness Complex, and (d) you slipping and falling while on the facility or any portion of the premises for any reason, including Hinds Community College Wellness Complex's negligent inspection or maintenance of its facility. You also agree to waive any rights that you may have to commence an action or recover damages for any injury at the Hinds Community College Wellness Complex facility to any minor child who is a guest or member. By execution of this Agreement, you hereby agree to indemnify and hold harmless Hinds Community College Wellness Complex from any loss, liability, damage, or cost Hinds Community College Wellness Complex may incur due to your presence at the Hinds Community College Wellness Complex. You further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of Mississippi and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

BY INITIALING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, YOU ARE GIVING UP YOUR RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST HINDS COMMUNITY COLLEGE WELLNESS COMPLEX FOR ITS NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON ITS PREMISES. YOU HAVE READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

Members Initial: _____

MISCELLANEOUS: (i) This Agreement shall be governed by the laws of the State of Mississippi without regard to principles or conflicts of laws, (ii) this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, (iii) this Agreement and the rights and obligations hereunder shall not be assignable or transferable by Member without the prior written consent of Hinds Community College Wellness Complex. Consent may be withheld in Hinds Community College Wellness Complex's absolute discretion, (iv) if any term or provisions of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, minimum extent for such to be enforceable (v) all notices permitted or required to be given to Hinds Community College Wellness Complex hereunder shall be given by personal delivery or by certified mail, return receipt requested, and addressed to the Hinds Community College Wellness Complex at the address listed on the reverse side of this Agreement, (vi) to the extent permitted by law, Member waives any and all rights to a jury trial, and (vii) this Agreement constitutes the entire and exclusive agreement between the parties related to the subject matter and cancels and supersedes prior promises, representations, understandings and/or agreements between the parties related to the subject matter; provided; however, that this Agreement shall not supersede or cancel any other service agreements between Member and Hinds Community College Wellness Complex that do not relate to the subject matter herein (personal training agreements, health coaching agreements, sports performance agreements, etc.). This Agreement may be modified only by an instrument in writing signed by all parties; however, the Hinds Community College Wellness Complex or any assignee of this Agreement is authorized to correct patent errors in the Agreement (and other related documents).

Hinds Community College offers equal education and employment opportunities and does not discriminate on the basis of race, color, national origin, religion, sex, age, disability or veteran status in its programs and activities. The following person has been designated to handle inquiries regarding the non-discrimination policies: Dr. Debra Mays-Jackson, Vice President for the Utica and Vicksburg-Warren Campuses and Administrative Services, 34175 Hwy. 18, Utica, MS 39175; 601.885.7002.