

## Fitness Membership Agreement Terms and Conditions

I agree to keep and obey all rules, regulations, and code of conduct now in force or in the future prescribed by Willamalane Park and Recreation District (WPRD), for the use of WPRD training facilities, premises, and equipment therein. WPRD reserves the right to revoke this membership and or dismiss from program or premises for cause if I fail to keep and obey any of such rules and regulations, or for reasons of nuisance, disturbance to other members or staff, or fraud.

- 1) **Dues and fees:** WPRD immediately earns the membership dues when I purchase a membership. These dues are non-refundable. I agree to pay the WPRD a \$25 service fee plus any associated costs or fees incurred for any returned checks, charge or debit problems such as charge backs, closed accounts, frozen accounts or declined credit cards or similar circumstances.
  - a) **Membership cards:** I understand that, as a condition of my membership agreement, I am required to bring my membership card with me and present it as I enter the facility. There are no exceptions to this policy. If I lose my card, or my card becomes damaged or unusable, I will be charged a \$5 replacement fee.
- 2) **Nature of membership:** WPRD and I agree that my membership permits me to use WPRD premises, facilities, equipment and services (collectively called "facilities") as described for my selected membership. My membership is nontransferable and gives no rights to the facility, with its management, property or operation. Willamalane can sell memberships at different rates and terms than mine. Any special promotional membership or rate regarding privileges, usage, hours or facilities is only valid at designated Willamalane facility as laid out in promotion. It is my responsibility to notify Willamalane of any change in my address or phone number.
  - a) **Right to increase dues:** WPRD may increase my dues upon 30 days written notice to the address on this agreement, or my new address, if I have informed WPRD in accordance with Section 2 of this agreement.
  - b) **Automatic monthly deductions and timely payments:** I have full control over the charges and debits and can stop them anytime by notifying WPRD, in writing, to stop. If my credit/debit authorization ends for any reason, my membership may be immediately suspended. I will have 30 days from the date my credit/debit authorization ends to reinstate my original credit/debit authorization or provide a substitute credit/debit authorization. If I have not provided a valid credit/debit authorization or prepaid membership within the 30 days, my membership will terminate. If my membership terminates because my credit/debit authorization ends, and I have not reinstated my credit/debit authorization or prepaid membership, the terms of Section 5 will apply.
  - c) **Failure to provide documentation for automatic monthly payments:** If my credit/debit does not begin because I failed, for any reason, to provide the information for processing the credit/debit, WPRD may immediately suspend and terminate my membership.
- 3) **Unavailability or limited hour of facilities and services:**
  - a) Upon closure or move of the facility, WPRD may permanently close my membership.
  - b) WPRD reserves the right to change or limit the availability of facility hours.
- 4) **Representations:**
  - a) **Physical condition and no medical advice:** I represent that I am in good physical condition and I have no medical reason or impairment that might prevent me from any use of WPRD facilities. As such, I acknowledge that WPRD did not give me medical advice before I joined, and cannot give me any after I join, relating to my physical condition and ability to use the facilities. If I have any health or medical concerns now or after I join, I will discuss them with my doctor before using the facilities.
  - b) **Limited Use:** If I have, or should know I have, any problem that might prevent me from using all the WPRD facilities, and I sign this agreement, I agree that my membership is limited accordingly. However, because it's my choice, I still must pay my dues as if I can use the full facility.
  - c) **Liability for property:** WPRD is not liable to me or my guest for any personal property that is damaged, lost, or stolen while on or around the premises. If I, or my guest, cause any damage to WPRD facility, I am liable to WPRD for its cost of repair or replacement.
- 5) **Cancellation, termination, refund:**
  - a) **Cancellation, rights and refund:** Membership dues are non-refundable, unless specifically stated otherwise below.
  - b) **Cancellation rights: Disability or Death:** My disability must physically prevent me from using a substantial portion of WPRD facilities and a licensed physician must verify this fact in writing. In case of death, my estate must provide written evidence.
  - c) **Refund calculation:** If I cancel my membership under 5(b), I will receive a prorated refund.

- d) **Termination of monthly membership:** If I have a monthly membership, I may terminate it at any time upon (1) providing written notice to WPRD, or (2) return of my membership ID card when my membership ends. My monthly membership ends 30 days after WPRD receives a written notice. Notice of the termination must be received at least ten business days before my credit/debit transaction date to allow sufficient time to process my termination.
- 6) **Termination for cause by WPRD:** WPRD may, at its option, terminate my membership if (1) I fail to complete all signature lines and required initial blocks, (2) any monthly payments or dues are late, (3) the monthly EFT payment or dues are interrupted or discontinued for any reason and I, or my cosigner, do not provide an acceptable alternative, (4) I fail to follow any WPRD membership policies or facility rules or violate any part of this agreement, or (5) my conduct is improper or harmful to the best interest of WPRD or its members. Termination is effective on the date WPRD gives notice to my last known address. I am liable for all financial obligations until that date. If I prepaid my dues, WPRD will not refund any unused portion, and I must return my membership ID card.