

LONE PINE

WELLNESS PROGRAM

THE LONE PINE WELLNESS CENTER MEMBERSHIP AGREEMENT

Full Name: _____ Male Female

Home Address: _____ City: _____ State: _____ ZIP: _____

Date of Birth: ____ / ____ / ____ Home Phone: (____) _____ Cell Phone: (____) _____

Alternate Phone: (____) _____ Email Address: _____

The undersigned ("Member"), desires to become a member of **The Lone Pine Wellness Center ("LPWC")**, and agrees to the following terms and conditions:

1. MEMBERSHIP TYPES. **LPWC** offers 8 different types of memberships (each membership allows full gym access).

This Membership Agreement is: Tribal Member/Spouse (FREE) General Membership
 Fireman/Police/Veteran LP School Employee LP Tribal Employee/Spouse (FREE) Drop-in
 Toiyabe Employee (FREE) Native Membership Volunteer (FREE)

2. PAYMENT OF MEMBERSHIP FEES. All payments to **LPWC** are final and can be made by one of the following options:

Annual Payment: Under this option, a payment in the amount of \$_____ must accompany the Application.

6 Month Payment: Under this option, a payment in the amount of \$_____ must accompany the Application.

Monthly Payment: Under this option, a payment in the amount of \$_____ must accompany the Application.

N/A: FREE Membership

3. TERM. All memberships of **LPWC** are either month-to-month, six months or annual (when paid in full), and payments are due in advance. You may pay cash or check for your membership. No refunds will apply. Make checks payable to: Lone Pine Paiute Shoshone Reservation

4. RELEASE AND WAIVER OF LIABILITY. Member recognizes that there are hazards and risks connected with physical fitness training. These risks include, but are not limited to, abnormal blood pressure, fainting, heart disorders and heart attack, dehydration, heat exhaustion, sprains, muscle strain, blisters, stress fracture, shin splints, tendonitis, cartilage tears, bursitis, back pain and bruising of joints. Exercise beyond one's physical limits and/or accidents involving exercise equipment may result in serious injury or even death. Member agrees to defend, indemnify and hold harmless **LPWC** against any loss, damage or expense incurred by reason of any claim or liability based upon personal injury

(including death) or property damage arising out of the negligent or intentional action of Member. Member further agrees to release **LPWC** and its owners, officer, agents, employees and/or affiliates from any and all liability arising out of injury to Member, and further agrees to defend, indemnify and hold **LPWC**, its owners, officers, employees and/or affiliates free and harmless from against the same. Member acknowledges that surveillance cameras are in use for the protection of the Facility, its equipment and its members. Member hereby consents to being photographed and/or recorded for such purposes.

5. RULES AND REGULATIONS. Member acknowledges that **LPWC** operates under rules and regulations established for the safety and protection of its members, and agrees to be bound by such rules and regulations, as well by the rules and regulations subsequently approved and posted or otherwise published by **LPWC**. Such rules and regulations in effect from time to time are incorporated into this Agreement by reference. Facilities, equipment, hours, service, regulations and policies are subject to change from time to time, without prior notice, in the sole discretion of **LPWC**. Member agrees to accept such reasonable change(s) as a condition of membership. Member additionally recognizes:

a. Under no circumstances shall Member move exercise equipment or use the equipment in any manner not authorized by **LPWC**.

b. This membership is for Member, and Member only, and Member will not give access to another individual.

c. Member will not misuse the equipment.

d. All members must be at least fourteen (14) years of age, unless otherwise authorized by **LPWC**. Anyone thirteen (13) years of age or younger must be accompanied by an adult.

e. Members shall conduct themselves in a quiet, well-mannered fashion so as not to cause any disturbance which may interfere with the use and enjoyment of the Facility by any other member. Profanity or indecent language and/or behavior will not be tolerated. Any conduct deemed by **LPWC**, in its sole discretion, to be offensive, potentially harmful, dangerous or abusive will not be tolerated, and shall be grounds for termination of Member's membership by **LPWC**.

f. **LPWC** shall not be responsible for any lost or stolen items.

g. Member should not occupy any equipment for an extended period of time. Member should allow others waiting to use such equipment to work into their rotation.

h. The climate of the Facility is controlled by **LPWC** and is set to provide the optimum exercise environment for the majority of its members. Members shall not change or seek to change any environmental controls and shall never prop open any doors or windows to the Facility for any purpose.

6. PROHIBITED ACTIVITIES. Alcohol, drugs (including steroids), and smoking are prohibited within the Facility. Member agrees not to use the Facility or engage in any activity at **LPWC** while under the influence of drugs, alcohol, or medication that may impair Member's ability to operate the equipment. No weapons of any kind are allowed. No photography, videotaping, filming or audio recording is permitted within the Facility without the express written consent of **LPWC's** management. **LPWC** reserves the right, in its sole discretion, to limit the consumption of food or beverages, or to the use of outside equipment within the Facility. Gambling or gaming is prohibited within the Facility or on the premises.

7. DRESS POLICY. **LPWC** strongly suggests that members wear appropriate clothing and footwear while in the Facility. Appropriate clothing includes gym shorts, T-shirts, jogging suits, aerobic wear and sweat outfits. Street clothing and jeans are not considered appropriate clothing. Street shoes and black-soled shoes are prohibited within the Facility.

8. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

9. BINDING EFFECT. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

10. ENTIRE AGREEMENT. This Agreement, including the schedules, lists and other documents referred to in this Agreement which form a part of this Agreement, embody the entire agreement and understanding of the parties with respect to the subject matter contained in this Agreement. There are no restrictions, promises, warranties, covenants or undertakings, other than those set forth or referred to in this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to each subject matter.

11. FURTHER ASSURANCES. The parties agree to execute such further documents as may be necessary, proper or convenient, for the purpose of fully effectuating the terms and conditions of this Agreement.

12. SUSPENSION AND TERMINATION. I understand that **LPWC** may suspend or terminate my membership at any time, in its sole and absolute discretion, for non-payment of Membership Fees or for violation of any of **LPWC's** policies and procedures, and that in so doing, **LPWC** assumes no further liability to adhere to the terms of this Agreement.

13. ACCEPTANCE OF TERMS. As a Member, I understand that I am entitled to use the Facility within the scope of the membership that I have selected, and that I am obligated to pay my dues and fees regardless of whether or not I use the Facility. I agree to promptly update **LPWC** of any change in my contact information (including address, telephone number or email address) or change in my membership.

I certify that I have read the foregoing Membership Agreement, and that by signing below, I acknowledge that I understand and agree to be bound by all of the terms and conditions hereof. I further acknowledge that a fully executed copy of this Membership Agreement has been provided to me.

Member's Signature

Signature of **LPWC** Representative

Print Name

Print Name

Date

Date