

Please Mail Completed Application to:

Petersburg Community Foundation, Inc.
P.O. Box 28
Petersburg, NE 68652

The Village Campus Fitness Center

Membership Agreement

The following is a Membership Agreement for use of a fitness facility located at 203 Widaman Street, Petersburg, Nebraska (hereinafter the "facility") by and between Petersburg Community Foundation, Inc. d/b/a The Village Campus (hereinafter "Owner) and the following individuals:

_____	_____
Last	First
_____	_____
Last	First
_____	_____
Last	First
_____	_____
Last	First
_____	_____
Last	First

(hereinafter the "Member" or collectively the "Members").

1. Fees and Dues

The membership shall commence _____ and terminate on _____ (hereinafter 'Membership Term'). Member(s) understand that as of _____, the Membership Term will expire, and Member's key will be suspended. Member(s) will be required to renew a Membership Application and Agreement at that time in order for it to be re-activated.

Fees in the total amount of \$_____ shall be due from Member as follows:

- One-time payment in the amount of \$_____ due _____.
- Monthly payments in the amount of \$_____ due on the ___ day of _____, 20__ and continuing on the ___ of each month thereafter through the Membership Term.

All members must complete and submit an Electronic Funds Transfer form, Exhibit A.

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2. USE OF FACILITY

- a. Owner will provide an unstaffed exercise facility, including a fitness training area with cardio, free motion, and free weight equipment. Owner will strive to have facility open and available for use 24/7. However, Owner reserves the right close the facility during any period of repair and maintenance, special events/programs/private parties, or at the Owner's discretion.
- b. In order to keep the facility in the best possible condition, portions of the facility may be periodically closed for routine repairs, maintenance and renovations. In the event of a closure, for any reason, there will be no adjustment in Member's dues for any period of closure.
- c. Owner is not a party to any arrangement between Members for personal training. This Membership Agreement shall not be construed to create a partnership between Owner and Member(s), and Member(s) agrees to hold Owner harmless from any claim of liability by others based upon any theory of partnership, joint venture or otherwise.
- d. Member(s) agrees that member(s) shall not use any exercise equipment in any manner not authorized by the manufacturer or Owner. Member(s) also agrees not to misuse or damage the equipment, whether intentional or unintentional. No member(s) under the age of thirteen (13) is permitted to use the Owner's equipment under any circumstance.
- e. Any member(s) under the age of nineteen (19) **must** be supervised by an adult member listed on this Membership Agreement.
- f. The Village Campus utilizes security camera equipment for the security and safety of other members and equipment, Member(s) hereby grants consent to the use of Member's photo and video for the sole purpose of the safety and security of The Village Campus members and equipment.

3. KEY FOB ACCESS

Lessee(s) will be provided a Key Fob to access the Rented Property for the duration of the Membership Term. No Member under the age of nineteen (19) may possess a Key Fob. Any misuse of the Key Code and/or Key Fob, including but not limited to, sharing said code or key fob to unauthorized individuals or entities, will result in the immediate termination of the Membership Agreement. Further, in the event a Key Fob is lost, Member shall be responsible for a \$10.00 replacement fee for the first offense, \$20.00 replacement fee for the second offense, and termination of Membership for third or subsequent offense.

4. AGREEMENT TO PARTICIPATE and ASSUMPTION OF RISK

By signing up for and/or attending classes, events, activities, and other programs and using the premises, facilities and equipment (individually and/or collectively, the "Classes" and "Facilities") of Owner, Member(s) hereby acknowledges on behalf of themselves, their heirs, personal representatives and/or assigns, that there are

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certain inherent risks and dangers in group fitness classes and exercise equipment in association with the Classes and Facilities.

Member(s) acknowledges that some of these risks cannot be eliminated regardless of the care taken to avoid injuries. Member(s) also acknowledges that the specific risks vary from one activity to another but range from (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and (3) catastrophic injuries including paralysis and death.

At all times, you shall comply with all stated and customary terms, posted safety signs, rules, and any verbal instructions given to you by Owner. If in the subjective opinion of the Owner, you would be at physical risk participating in Owner's Classes or utilizing Owner's facilities, you understand and agree that you may be denied access to the Classes and Facilities until you furnish Owner with an opinion letter from your medical doctor, at your sole cost and expense, specifically addressing Owner's concerns and stating that Owner's concerns are unfounded.

In consideration of being allowed to participate in and access the Classes and Facilities, you hereby (1) agree to assume full responsibility for any and all injuries or damage which are sustained or aggravated by you in relation to the Classes and Facilities, (2) release, indemnify, and hold harmless Owner, its direct and indirect parent, subsidiary affiliate entities, and each of their respective officers, directors, members, employees, representatives and agents, and each of their respective successors and assigns and all others, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages, and liabilities to the fullest extent allowed by law arising out of or in any way related to participation in the Classes or use of the Facilities, and (3) represent that you (a) have no medical or physical condition that would prevent you from properly using any of Owner's Classes and Facilities, (b) do not have a physical or mental condition that would put you in any physical or medical danger, and (c) have not been instructed by a physician to not participate in physical exercise. You acknowledge that if you have any chronic disabilities or conditions, you are at risk in using Owner's Classes and Facilities.

5. LIABILITY AND WAIVER OF LIABILITY

Each Member shall be liable for any property damage and/or personal injury caused by the Member(s) or any other person at The Village Campus or at any activity or function operated, arranged, or sponsored by Owner. It shall be the obligation of the Member to pay for any costs involved upon presentation of a statement thereof.

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Member(s) voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to themselves (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that Member(s) may experience or incur in connection with their attendance at Owner's Facility, Classes or Events ("Claims"). Member(s) hereby release, covenant not to sue, discharge, and hold harmless Owner, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. You understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Owner, its employees, agents, and representatives during, or after participation in any Owner's program or at Owner's facility.

Member(s) expressly agrees to indemnify and hold Owner harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by Member(s). Member(s) agrees to be solely responsible for the safety and well-being of themselves. Owner **STRONGLY** encourages that each Member have another Member to accompany Member(s) while at Owner's facility. Member understands that this membership agreement allows access at any time and, as such, Member is aware that there will be times where no supervision or assistance is available. Member is aware that if you are injured, become unconscious, suffer any medical episode of any kind, that there is a risk to Member that there will be nobody present to assist Member or respond to Member's emergency. Owner undertakes no duty to provide assistance to you. Member(s) agrees to comply with all rules imposed by Owner regarding the use of the facilities and equipment.

Member(s) agrees to conduct themselves in a controlled and reasonable manner at all times according to the safety and general operating protocols clearly outlined by Owner. Member(s) also agree to refrain from using any equipment in a manner inconsistent with its intended design and purpose. Member(s) understand and agree that Owner is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

6. SUSPENSION/TERMINATION OF MEMBERSHIP BY MANAGEMENT

By signing this agreement, Member(s), acknowledge and understand that Owner has the right to suspend and/or terminate this Membership Agreement for any Member for non-payment of dues, fees, or for behavior inimical to the enjoyment of Owner's facility by other Members for any reason deemed sufficient in the sole discretion of Owner.

7. MEMBER'S RIGHT TO TERMINATE

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Member(s) may terminate this Membership Agreement at any time during the membership term for any reason by 1) notifying Owner in writing and 2) paying all current charges and cancellation fees prior to termination and effective cancellation date.

In the event Member terminates this Membership Agreement during an annual membership term, Member agrees to pay to Owner a cancellation fee of one half of the amount of fees then remaining in such Member's membership term.

8. PROHIBITED ACTIVITIES

Alcohol, all illegal substances (including steroids), and smoking are prohibited within the facility. Member(s) agrees not to use the facility or engage in any activity while under the influence of alcohol, drugs, or medication that may impair Member's ability to operate the equipment or engage in physical activity.

No weapons of any kind are allowed.

No photography, videotaping, filming, or audio recording is permitted within the facility without the express writing consent of Owner.

No food or drink is allowed in the facility with the exception of water or any sports drink that is in a closed, unbreakable, spill-proof container. Owner 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.

Owner requires that Member(s) 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. Member(s) agrees to clean the equipment after Member's use.

Member agrees not to harass or intimidate verbally or by physical actions, body language, or any other type of inappropriate behavior any other person at Owner's facility. Physical contact with another person in a non-consensual, aggressive, or threatening way is strictly prohibited.

9. UNPAID BALANCES

All balances which are 30 days past due are subject to a \$25.00 monthly service fee. In addition to other rights, Owner reserves the right to: collect the current and past due balance, suspend and/or terminate membership privileges, recover from Member(s) any

