

www.PaynesvilleCE.com  
320-243-7570

# PACC – Paynesville Area Community Center

795 Business 23 West, Paynesville, MN 56362

**PACC Staff**

Ent. \_\_\_\_\_

Date \_\_\_\_\_

Type \_\_\_\_\_

## Membership Agreement

Member # \_\_\_\_\_ BlueCross Blue Shield \_\_\_\_\_ UCARE \_\_\_\_\_ Silver & Fit \_\_\_\_\_

Silver Sneakers \_\_\_\_\_ Medica \_\_\_\_\_ Health Partners \_\_\_\_\_ Preferred One \_\_\_\_\_ Other \_\_\_\_\_

Full Name \_\_\_\_\_ Birthdate \_\_\_\_/\_\_\_\_/\_\_\_\_

Address \_\_\_\_\_ Email Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Main Phone ( ) \_\_\_\_\_ - \_\_\_\_\_

Cell Phone ( ) \_\_\_\_\_ - \_\_\_\_\_ Referred By \_\_\_\_\_ Emergency Call: ( ) \_\_\_\_\_ - \_\_\_\_\_

Membership Type	<input type="checkbox"/> Single	<input type="checkbox"/> Family
Payment Arrangement	<input type="checkbox"/> Annually	<input type="checkbox"/> EFT Monthly <input type="checkbox"/> No Contract Single Month
NC #1 <input type="checkbox"/>	NC #4 <input type="checkbox"/>	NC #5 <input type="checkbox"/>
Membership Price \$ _____	Card Access Fee \$ _____	
Total Amount Paid \$ _____		
Comments _____	Check # _____	Cash _____

**MEMBER AGREES:** To abide by all the membership rules of the facility. Because physical exercise can be strenuous and subject to risk of serious injury, the school district urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest, or participant) agree that if you engage in any physical exercise or activity, or use any fitness center amenity on the premises or off premises at a school district sponsored event, you do so entirely at your own risk. This includes, without limitation, your use of the locker room, parking area, sidewalk area, or any equipment in the fitness facility and your participation in any activity, class, program, or instruction. You agree that you are voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury, illness, damage or loss of by theft of any personal property. You expressly agree to release and discharge the school district, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action. This waiver and release of liability includes, without limitation, all injuries to you which may occur, regardless of negligence, as a result of (a.) your use of any exercise equipment, (b.) the sudden and unforeseen malfunctioning of any equipment, (c) our instruction or supervision, and (d.) your slipping and/or falling while in the fitness center, or on the school district premises, including adjacent sidewalks and parking areas.

Member agrees to a late penalty of 5% or \$10.00 whichever is greater, if payment is received more than five days past the due date. Should you default, you agree to pay all costs of collection, including collection agency fees, court costs, and reasonable attorney's fees, all of which may be paid or incurred by the holder of this note. Should any part of this agreement be found unenforceable the remaining parts shall remain enforceable. Member also agrees no other representation is made other than what is agreed in writing herein. Failure to use facility will not relieve you of payments.

You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability. You agree to voluntarily give up any right that you may otherwise have to bring a legal action against the school district for negligence, or any other personal injury or property damage or loss action.

### MEMBERSHIP CONTINUATION & CANCELLATION:

All membership agreements listed above are no-contract memberships, member may cancel by giving 30 days written notice of cancellation to Paynesville Area Community Education, 795 Business 23 West, Paynesville, MN 56362. Membership may be suspended for medical reason upon written advice from a medical doctor. Member may also choose to freeze their membership dues for up to 3 months at a time to guarantee their current membership rate by giving a minimum of 30 day written notice to Paynesville Area Community Education, 795 Business 23 West, Paynesville, MN 56362.

Member \_\_\_\_\_ Date: \_\_\_\_\_ Authorized by: \_\_\_\_\_

I authorize my bank to make payment to Paynesville Area Community Education. I agree that treatment of such payment shall be the same as if it were signed personally by me. Payment shall be made via the following method. \*\* MUST ATTACH VOIDED CHECK \*\*  Checking Routing # \_\_\_\_\_

Account # \_\_\_\_\_

Bank Name \_\_\_\_\_ Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

I authorize said Electronic Funds Transfer charges so long as I have a commitment to Paynesville Area Community Education.

Date \_\_\_\_\_

Member Signature \_\_\_\_\_

# The PACC – Paynesville Area Community Center - 24 Hour Access

## WAIVER & RELEASE FORM



You have agreed to purchase a membership at a facility that allows you access at any time. As such, you are aware that there will be no supervision or assistance. You are also aware that if you are injured, become unconscious, suffer a stroke or heart attack, that there will likely be no one to respond to your emergency and this facility has no duty to provide assistance to you. Even though this facility is equipped with surveillance cameras, it is likely that should you require immediate assistance, none will be provided. We HIGHLY recommend that you have a workout partner accompany you while at the club, but it is entirely up to you. Initial \_\_\_\_\_

Because physical exercise can be strenuous and subject to risk of serious injury, the club urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest, or participant) agree that if you engage in any physical exercise or activity, or use any club amenity on the premises or off premises including any sponsored club event, you do so entirely at your own risk. You agree that you are voluntarily participating in the use of this facility and assume all risks of injury, illness, or death. We are also not responsible for any loss of your personal property. Initial \_\_\_\_\_

This waiver and release of liability includes, without limitation, all injuries which may occur, regardless of negligence, as a result of; (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment and (c) your slipping and/or falling while in the club, or on the club premises, including adjacent sidewalks and parking areas. Initial \_\_\_\_\_

**I understand that my membership only entitles me access to the facility and agree that I will not allow anyone else to use my access card at any time. I understand that if I were to allow unauthorized access to any another person, my access card will be deactivated and I will forfeit my 24-Hour Access membership.**

Initial \_\_\_\_\_

You acknowledge that you have carefully read this "waiver and release" and fully understand that it is a release of liability. You expressly agree to release and discharge the club, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the club for negligence, personal injury or property damage. Initial \_\_\_\_\_

**Note:** Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this agreement will remain in full force.

Printed Name: \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Signed: \_\_\_\_\_ Access Card # \_\_\_\_\_

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_ Access Card Fee: \$15 + Tax (Cash or Check # \_\_\_\_\_)

Parent or Guardian Signature if under 18 years of age \_\_\_\_\_

Email Address \_\_\_\_\_ Membership # \_\_\_\_\_

Membership Contract Start Date \_\_\_\_\_ End Date \_\_\_\_\_



