



Membership Application

Today's Date: _____

Part 1: Contact Information

The Federal Equal Opportunity Act prohibits creditors from discriminating against applicants with respect to any aspect of credit transaction on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

| | | | | | |
|---|----|----------|---|----------|------------|
| Applicant's last name | MI | First | Birth date | Age | Home phone |
| Parent's Name (if applicant is a minor) | | | Email address | | |
| Current mailing address | | City | State | Zip code | |
| Employer | | Position | Work phone | | |
| Emergency Contact | | Phone | Relationship | | |
| Applicant's signature (parent if member is a minor) | | | Wild River Fitness representative (not valid without signature) | | |

Part 2: Debit Authorization

I (we) hereby authorize Wild River Fitness, hereinafter called COMPANY, to initiate debit entries to my (our) account indicated below and the financial institution named below, hereinafter called FINANCIAL INSTITUTION, to debit the same to such account. I (we) acknowledge that the origination of EFT transactions to my (our) account must comply with the provisions of U.S. Law.

I (we) also acknowledge that at the end of my (our) contract term, the contract will not renew automatically. If I (we) choose to cancel or terminate my (our) membership, I (we) acknowledge that a written notice must be received by the COMPANY no later than 30 days prior to the date I (we) wish to terminate the contract. I (we) understand that failure to do so will result in an additional monthly payment to be debited from my (our) account. I (we) understand that if my (our) contract was paid in full, there will be no refunds.

| | | |
|--|---|---|
| Print Name | Signature | Date |
| (Financial Institution Name) | (Branch) | |
| (Address) | (City, State) | (Zip) |
| (Routing Number) | (Account Number) | Type of Account : <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Credit Card |
| Amount to be Deducted: _____ | | |
| <input type="checkbox"/> Monthly; 1st of every month | <input type="checkbox"/> Monthly; 15th of every month | <input type="checkbox"/> Paid in Full Check #: _____ |

PLEASE ATTACH A VOIDED CHECK OR COPY OF CREDIT CARD (FRONT & BACK) TO THIS FORM

Print Name: _____

WAIVER AND RELEASE OF LIABILITY

I understand that Osceola Medical Center's Wild River Fitness Center ("WRF") assumes no responsibility for injuries or illness which I may sustain as a result of my physical condition or resulting from my participation in any athletic activity, sports program, use of equipment or other activities associated with my WRF membership (WRF "Activities"). I understand that WRF urges me and all members to obtain a physical examination from a doctor before engaging in WRF Activities.

I EXPRESSLY ACKNOWLEDGE ON BEHALF OF MYSELF AND MY HEIRS THAT I ASSUME THE RISK FOR ANY AND ALL INJURIES AND ILLNESS WHICH MAY RESULT FROM MY PARTICIPATION IN WRF ACTIVITIES.

I HEREBY WAIVE, RELEASE AND DISCHARGE WRF, ITS OFFICERS, OWNERS, AGENTS, VOLUNTEERS, SERVANTS, INDEPENDANT CONTRACTORS, CONTRACTED INSTRUCTORS AND EMPLOYEES FROM ANY AND ALL CLAIMS FOR INJURY, ILLNESS, DEATH, LOSS OR DAMAGE, CAUSED NEGLIGENTLY BUT NOT HARMS CAUSED RECKLESSLY OR INTENTIONALLY, WHICH I MAY SUFFER AS A RESULT OF MY PARTICIPATION IN WRF ACTIVITIES, USE OF WRF'S FACILITIES, AS DESCRIBED IN THE WRF HANDBOOK, OR PRESENCE ON WRF PREMISES, WHICH IS COMPRISED OF THE LAND AND STRUCTURES ON WHICH WRF'S FACILITIES ARE LOCATED.

I understand that WRF is not responsible for personal property lost or stolen while I or other members and/or program participants use WRF's facilities or are present on WRF premises.

I understand that a determination that any portion of this waiver and release of liability is invalid, illegal or unenforceable shall not affect the remaining portions of this waiver and release of liability.

I have considered that if this waiver and release of liability was not as broad as it is, the cost for my use of the facility would be considerably higher, and as I do not wish to pay a considerably higher cost, I, therefore, agree to these terms and choose not to further bargain for different waiver and release of liability terms in exchange for a higher cost for my use of the facility.

I understand that I have the right to cancel this contract until midnight of the 3rd operating day after the date on which I signed the contract. If the facilities or services that are described in the contract are not available at the time I sign the contract, I have until midnight of the 3rd operating day after the day on which I received notice of my availability, to cancel the contract. If within this time period I decide I want to cancel this contract, I may do so by notifying Wild River Fitness, 2630 65th Ave, P.O. Box 309, Osceola, WI 54020 by any writing mailed or delivered to WILD RIVER FITNESS CENTER at the address shown on the contract, within the previously described time period. If I do so cancel, any payments I make, less a user fee of no more than \$3 per day of actual use, will be refunded within 21 days after notice of cancellation is delivered, and any evidence of any indebtedness executed by me will be canceled by WILD RIVER FITNESS CENTER and arrangements will be made to relieve me of any further obligation to pay the same.

I understand that if I am unable to make use of or receive the Facility services contracted for because of my death or disability, I am liable for only that amounts paid prior to the death or disability for use of the Facility. Any prepaid amounts for services not yet used will be refunded.

I understand that by signing this waiver and release of liability, I also give my consent for WRF to use my photograph or video image in promotional materials

Signature (member): _____ **Date:** _____

Guardian Signature for Person under 18: _____

If Guardian is signing this contract please print full name and guardian status: _____

Print Name: _____

Facilities

WRF rules have been established to protect your health and safety. Please respect yourself, other members, guests and staff members. Violations may result in removal from the fitness center and termination of your membership. If a violation is severe, legal consequences may result.

Members and guests under the age of 10 are required to be under the direct supervision of an adult at all times. Youth ages 10-14 must have an adult in the building at all times. Certain areas of WRF are restricted by specific guidelines regarding age as indicated by the following:

Fitness Center Rules

- All members and visitors must check in at Member Services on arrival. Trial members and members under 15 must be checked in verbally.
- Key tags are required for ages 15 and older. 24 hour access keys are only sold to ages 18 and older.
- NEVER open the entry door for anyone after hours. Members must use their own key to enter the building.
- Courtesy is the rule. Swearing, excessive grunting and loud noises, abusive language, inappropriate behavior, vandalism, and verbal or physical confrontation will not be tolerated.
- Wipe down equipment after use. Disinfectant wipes are provided for your convenience.
- Be considerate. Limit use of cardiovascular equipment to 30 minutes when others are waiting.
- Please return weights, magazines, mats and other equipment to their designated spaces.
- Report any malfunctioning or broken equipment to a staff member immediately.
- No food. Only beverages in spill-proof containers are permitted.
- No coats or bags in the exercise rooms or main gym floor. Coat racks & lockers are available.
- Youth under the age of 10 are not allowed to use the fitness equipment or exercise areas at any time outside of designated youth programs. Youth under the age of 10 must be supervised at all times.
- Youth ages 10-14 may attend approved classes, use cardio machines under direct/guardian supervision and after completion of a fitness consultation with a designated certified staff member.
- Teens ages 15-17 may use cardio and weight machines after completion of a fitness consultation with a designated certified staff member. A signed fitness waiver needs to be on file and signed by both the teen and the parent.
- Talking on your cell phone use is restricted to the lobby and hallways. No taking photos in the facility.
- No usage of chalk or any other equipment that is not supplied by WRF without authorization of operations manager.
- Resistance bands are not meant for full body suspension or hanging from equipment.
- Using or being under the influence of drugs or alcohol is prohibited.
- Smoking is prohibited.
- Proper attire is required. This includes closed-toe shoes, t-shirts and exercise shorts or pants. Not permitted are street shoes, open-toed shoes, clothing with offensive wording and clothing that is revealing. Shirts must be worn at all times. Shoes must be clean and dry. No street shoes allowed.
- Use of personal electronic devices is permitted with head phones only.
- Both workout towels and shower towels issued by WRF must be returned to designated areas.
- Safety of personal property is the responsibility of members and guests.
- WRF is solely for personal fitness. Personal training at WRF can be conducted only by employed Personal Trainers. Other personal training is not allowed.
- Solicitation is prohibited at WRF. All promotional flyers must be approved in accordance with OMC's communications policy.
- No locks will be allowed to be kept on the lockers overnight. Any locks left on the lockers will be cut off at the end of the night.

I have read and understand the rules associated with my membership to Wild River Fitness. I understand that my membership may be terminated with appropriate fees if I fail to follow the above rules.

Signature: _____ Date: _____

Signature of Parent/Guardian (if under 18): _____