

**MEMBERSHIP AGREEMENT  
KEARNS OQUIRRH PARK FITNESS CENTER  
OQUIRRH RECREATION AND PARKS DISTRICT**

The undersigned Member, being desirous of becoming a member of the Kearns Oquirrh Park Fitness Center (the "Center") owned and operated by Oquirrh Recreation and Parks District (the "District") agrees as follows:

1. **APPLICATION.** Member represents and warrants that all facts stated in the Membership Application (the "Application") submitted by Member are true and correct and that all children identified therein are legal dependants of member. The Application is incorporated by reference as part of this Agreement.
2. **PAYMENT.** All payments to the District are subject to refund policies of the District.
  - A. **Annual Payment:** Under this option, a payment of \$ \_\_\_\_\_ must accompany the Application.
  - B. **Monthly Draft Payment:** Under this option, a payment of \$ \_\_\_\_\_ must accompany the application. Member agrees to pay a like sum, or an increased amount as specified in paragraph 5, each month thereafter through "automatic" withdrawal from an account maintained by Member in a financial institution pursuant to a debit authorization form signed by Member. Member agrees to a minimum membership term of one year and acknowledges that the automatic withdrawals will continue after the first year until Member provides to the District thirty (30) days advance written request to terminate the membership or Member converts it to the annual payment option.
  - C. **Trial Payment:** Under this option, a payment of \$ \_\_\_\_\_ must accompany the Application.
3. **TERM.** All memberships, other than trial memberships, have a minimum term of twelve (12) months from the date of the Application. Annual memberships may thereafter be renewed at the then current membership rate. Draft memberships will automatically renew at the then current membership rate on a month-to-month basis. At Member's request, an annual payment membership may be converted to monthly payments and a monthly payment membership may be converted to annual payments.
4. **DEFAULT/REMEDIES.** Any monthly payment which is received more than Ten (10) days after the due date shall be subject to a late charge of the greater of ten percent (10%) of the amount due or \$20.00. Any payment that remains unpaid for thirty (30) days shall entitle the District to acceleration of amounts due under this agreement, to terminate the membership, to suspend membership privileges, or to take other appropriate action. Member agrees to pay reasonable attorney fees, legal expenses, and other lawful collection costs incurred after default.
5. **FEE GUARANTEE.** Membership fees may be modified from time-to-time by the District Board of Trustees. No membership fee increase will be applicable until both the twelve (12) month anniversary of the Application has passed AND Member has been given at least thirty (30) days advance written notice of the fee increase.
6. **MEMBERSHIP CARDS.** Member will be issued a membership card which will entitle Member and appropriate family members to enjoy the benefits of membership. Member agrees to present membership card for admittance and to be responsible for the proper use of the card by all family Members. Member agrees that if card is not presented member will be required to purchase a replacement card before admittance is granted.
7. **MEMBERSHIP PRIVILEGES:** Members (including spouse and family members, as appropriate) will be admitted to public activities such as open plunge, lap swimming, open play in the gym, hot tubs, open tennis court time, the fitness training room, the sauna, the steam room, and other designated facilities at no additional charge. Membership does not cover lessons, classes, special programs, or rentals, but Members may enjoy discounts as approved by the District Board.
8. **RULES AND REGULATIONS.** Member acknowledges that the District operates under rules and regulations established for the safety and protection of patrons and agrees to be bound by them as well as by rules and regulations subsequently approved and posted or published by the District. Rules and regulations of the District, in effect from time-to-time, are incorporated into this Agreement by reference. Facilities, equipment, hours, service, regulations, and policies are subject to change, without prior notice, at the sole discretion of the Board, and Member agrees to accept such reasonable change as a condition of membership.
9. **MEMBER'S RESPONSIBILITY.** Member recognizes that there are hazards connected with activities at the District. On behalf of Member, Member's spouse, and any dependant designated in Member's Application, Member knowingly and voluntarily assumes the risk of such hazards. Member agrees to defend, indemnify, and hold the District and its officers, agents, and employees harmless from and against any and all loss, damage and 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 or of any spouse or dependant identified on Member's Application. Member further agrees to release the District and its officers, agents, and employees from any and all liability arising out of injury to Member, Member's spouse, or any dependent identified in the Application or otherwise supervised by Member and further agree to defend, indemnify, and hold the District, its officers, employees, and agents free and harmless from and against the same. Any child of Member born after the effective date of the Application shall be deemed to have been specifically identified therein.
10. **AGREEMENT.** This Agreement, Member's Application, the Membership Fee Schedule in effect from time-to-time, the Debit Authorization, and the District's rules and regulations in effect from time-to-time constitute the entire Agreement between Member and the District.

**The undersigned acknowledge[s] having read the foregoing Agreement and agree[s] to be bound in accordance with its terms.**

\_\_\_\_\_  
Applicant Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant Member

\_\_\_\_\_  
Date

Accepted by the District this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_