

Short Term Membership Terms and Agreements

Eden Prairie
Community Center
16700 Valley View Road
Eden Prairie • MN •



This Membership Agreement ("Agreement") is between the City of Eden Prairie ("City") and the signer of the Agreement ("Member"). Member desires to become a member of the Eden Prairie Community Center ("EPCC"). In consideration of the mutual benefits to be gained by the performance of this Agreement, the parties hereto agree as follows:

1. Member's Acceptance Rules and Policies: Upon acceptance of this application by the City, the Member hereby agrees to the terms and conditions of this Agreement. The Member has reviewed the membership rights and privileges and agrees to abide by all rules and policies of the EPCC, which are subject to change without notice. A complete list of our policies are located on our web site @ edenprairie.org/communitycenter

2 Fitness Center Age Guidelines: The member has reviewed the age guidelines and understands that upon completion of the Youth Fitness Orientation children ages 12-13 may use the fitness area only when accompanied by an adult (16 years of age or older). Persons 14 and older may use the fitness equipment and attend fitness classes on their own. Detailed age guidelines for the facility can be found on our website @ edenprairie.org/communitycenter.

3. Identification Cards: Each patron is required to scan their own membership card each visit when using the Eden Prairie Community Center to verify a valid membership agreement. If any patron allows a non-membership holder to use their card, the membership will be charged any applicable fees associated with the misuse. The member's privileges may be terminated and no refund will be given. A member who does not have their ID three times in 30 days will be charged a \$5.00 card look up/replacement fee.

4. Waiver of Liability: The Member understands that although the EPCC's facilities, equipment, services and programs are designed to provide a safe level of beneficial exercise and enjoyment, there is an inherent risk that use of such facilities, equipment, services and programs may result in injury or death to the Member and Member's children. **It is expressly agreed that all exercises and treatments and use of equipment and facilities of the EPCC are and shall be undertaken at Member's and Member's children's sole risk, and that the Member assumes the risk of any injuries he or she or the Member's children may suffer while using any of the equipment or the facilities of EPCC; and that the City, the EPCC, and the officers, employees and agents of each shall not be liable for any claims, demands, injuries, damages, actions or causes of action, whatsoever to the Member, the Member's children or property arising out of or connected with the use of any of the services, equipment, and/or facilities of EPCC or of the property or premises where same are located; and the Member does hereby expressly forever release and discharge the City, the EPCC, and the officers, employees and agents of each, from all such claims, demands, injuries, damages, actions or causes of action, and from all acts of negligence, active or passive, and all other fault, on the part of the City, the EPCC, and their officers, employees and agents.** The Member is strongly encouraged to have a complete physical examination by a medical doctor prior to beginning any workout program or strenuous activity. If the Member has a history or family history of heart disease, Member should consult a physician before joining the EPCC.

5. Voluntary Termination: The member may terminate membership at any time, however with a short term membership no refunds are available. The short term membership is non-transferrable.

6. Involuntary Suspension or Termination: The EPCC may suspend or terminate the membership of the Member, at any time and without notice, for the reasons including but not limited to those listed in "a" through "b" below. A suspended or terminated Member remains liable for all dues and other indebtedness incurred.

- A.** If Member or Member's guest fails to comply with any of the rules or regulations adopted by the EPCC;
- B.** If Member or Member's guest engages in conduct the EPCC determines to be improper or contrary to the best interest of the EPCC; or

7. Minors: A person under nineteen (19) years of age may not become a member without permission of his or her parent or legal guardian. If Member is under the age of nineteen (19), Member's parent or legal guardian must agree to the terms and conditions of this Agreement and execute the Agreement on Member's behalf.

8. Non-Discrimination: It shall be the policy of the EPCC to accept applications for membership from any individual, couple or business of good character and responsible credit background without regard to race, creed, color, gender, age, marital status, sexual orientation, status to receive public assistance, disability or national origin.

9. Assignment of Agreement: Member may not sell, assign or transfer Member's membership rights under this Agreement.

10. Indemnity: Member hereby agrees to indemnify, hold harmless and defend the EPCC from and against any and all claims, losses, damages, injuries, costs and expenses, including court costs and reasonable attorney's fees, in any manner relating to or arising out of the acts or omissions, negligent or otherwise of Member, Member's guests, and/or anyone else for whose acts and/or omissions Member may be liable. The provisions of this paragraph shall survive the termination of this Agreement.

11. Damages: The EPCC shall not be liable for any lost, stolen, or damaged articles in the facility or parking lot.

12. Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

13. Membership Information: Questions regarding membership at the Eden Prairie Community Center should be directed to the Customer Service staff at 952-949-8470 or email communitycenter@edenprairie.org

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