

HHID #

2025 Membership Form and Agreement

**SILVER SNEAKERS
TIVITY HEALTH
RENEW ACTIVE
SILVER & FIT
ONE PASS
AAPTIVE
PRIME**



First & Last Name **(as it appears on your insurance card)** _____ Date of Birth _____ Gender _____

Address _____ City _____ State _____ Zip _____

Main Phone _____ Email Address _____

Emergency Contact: _____ Phone Number _____

☐ Please cancel my paid Community Center Membership- \$10 change fee will be applied.

Silver Sneakers/Tivity/Prime Health ID#: _____ - _____ - _____

Renew Active/One Pass/Aaptive Confirmation Code: _____

Silver & Fit ID#: _____

It is further expressly agreed that all exercises and treatments and use of equipment and facilities of Eden Prairie Community Center (EPCC) are and shall be undertaken at member's and member's minor children sole risk, and that the member assumes the risk of any injuries he or she may suffer while using any of the equipment or the facilities of EPCC, and that EPCC shall not be liable for any claims, demands, injuries, damages, actions or causes of action, whatsoever to the member, the member's minor 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 EPCC 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 EPCC, its servants, agents or employees.

By signing this membership agreement, the signee has reviewed and concurs that all information is correct to the best of his/her knowledge and belief. The signee agrees to the above agreement and all terms and conditions listed on the front and reverse of this form.

According to the Minnesota Data Privacy Act, some of the information you provide on this form is classified as private data. Private data is available to the Eden Prairie Community Center but not the public. If you do not provide this data, you are not eligible to participate in the City of Eden Prairie Silver and Fit or Silver Sneakers program. By signing below, you are consenting to allow registration information to be shared with the Eden Prairie Community Center Staff, American Specialty Health Incorporated, Renew Active/One Pass and/or Tivity Health Corporation.

Member Signature: _____ Date: _____

Accepted by _____ Date _____

Form Revised 12/24

- ☐ Verify Eligibility
- ☐ Pass Sold in Rec Trac
- ☐ Photo Taken

Membership Terms and Agreement

Eden Prairie
Community Center
16700 Valley View Road
Eden Prairie • MN • 55346
952-949-8470 • www.edenprairie.org



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. 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.

4. Voluntary Termination of Paid Membership: The Member may terminate paid membership two full billing cycles by providing notice on a membership change form. Notice must be sent hand delivered to the EPCC during business hours. Notices received by the EPCC between the 1st and 25th of a given month will be effective at the end of the same month. A notice received between the 26th and the end of a given month will be effective at the end of the following month. A \$10 change fee will be applied when transitioning from a paid membership to a Insurance Supported Membership. Such voluntary termination shall not be deemed effective until after the expiration of notice period and after all required payments have been made by the Member to the EPCC.

5. 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

6. 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 regards to public assistance, disability or national origin.

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

8. 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.

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

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

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