

NORTH COUNTY RECREATION DISTRICT PATRON AGREEMENT AND LIABILITY WAIVER

INFORMATION

Name: _____
 Date of birth: _____ Phone: _____

STREET ADDRESS

Street address: _____
 City: _____ State: _____ ZIP Code: _____

MAILING ADDRESS

Mailing address: _____
 City: _____ State: _____ ZIP Code: _____

EMAIL ADDRESS

Email: _____

EMERGENCY CONTACT

Name: _____
 Address: _____ Phone: _____
 City: _____ State: _____ ZIP Code: _____
 Relationship: _____

SPOUSE/ PARTNER/ SIGNIFICANT OTHER INFORMATION (IF COUPLE MEMBERSHIP)

Name: _____
 Date of birth: _____ Email: _____ Phone: _____

SIGNATURE(S)

By signing below, patron and/or spouse certifies that any information supplied to the North County Recreation District including medical information is true and correct. Patron agrees to the terms and conditions within this agreement and liability waiver terms.

Signature of : _____ Date: _____
 Signature of spouse *(only if for a joint Membership)*: _____ Date: _____
 Signature of Guardian *(If under the age of 18 years)*: _____ Date: _____

FOR ADMINISTRATIVE STAFF USE ONLY (HIGHLIGHT INFORMATION THAT APPLIES)

Amount Paid: \$	<input type="text"/>	<i>Prorated?</i>	<input type="checkbox"/>	Payment:	<input type="checkbox"/> Cash	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Check #	Start Date:	<input type="text"/>	
Membership Type (Highlight One)	<i>Monthly</i>			<i>Couple Monthly</i>			<i>Fit/ Pool</i>	<i>Punchcard</i>		
	<i>3 Month</i>	<i>6 Month</i>		<i>3 Month</i>	<i>6 Month</i>		<i>Student</i>	<i>Drop In</i>		
	<i>Annual</i>			<i>Annual</i>			<i>Class Only</i>			
In/ Out District:	<input type="checkbox"/> In	<input type="checkbox"/> Out		Military/ Vet:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<i>DD214 or Active Duty ID Required</i>			
Staff Initials:	<input type="text"/>			Date:	<input type="text"/>		Check In Updated	<input type="checkbox"/>	Database Update	<input type="checkbox"/>

Agreement and Liability Terms on Reverse Side

This agreement covers your purchase of a membership or class term at:

North County Recreation District

36155 9th St. PO Box 207 Nehalem, OR 97131 (855) 444-6273 (971) 308-0302

FOR USE BY THE PATRON NAMED- We have agreements like this with all of our Patrons to help us maintain the quality of our facility and services. Throughout this agreement "Patron" applies to the signer(s) of this agreement.

PROMISE TO PAY- You promise to submit your payment and terms of payment in full by the first of each month.

By signing on the front of this form, Patron certifies that any information supplied to the North County Recreation District including medical information is true and correct. Patron also agrees to the terms and conditions within the Membership terms.

*Membership Conversions: Membership may be converted to a longer term if desired.

*Non-sufficient funds fee: \$25.00 charge on returned checks

*All Sales are Final at the time of purchase. Memberships are non-refundable after two weeks of purchase date. Membership is non-transferable and may not be loaned, sold or transferred to anyone else. Membership suspensions are available for medical reasons only, and a physician's statement is required.

Additional terms and conditions: Additional terms and conditions, including rules and regulations of membership, which are listed below, and are part of this agreement. All provisions on the reverse hereof bind you in the same way as if they were printed on the front of this agreement.

LAW APPLICABLE: Oregon State law governs this agreement.

INVALID PROVISIONS: If any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement will be valid and enforceable.

ENTIRE-AGREEMENT: This agreement comprises the entire agreement pertaining to Membership and no other agreement of any kind, verbal or understanding of promise whatsoever will be recognized or binding on us.

SIGNERS OF AGREEMENT: If there are more than one of you signing this agreement each of you individually is responsible to fully perform all obligations under this agreement. It is your responsibility to know whether this agreement is in default or if payments have been missed. We are not responsible for notifying you of late payments or any default proceedings unless required to do so under applicable law.

SIGN IN: All Patrons upon entering the North County Recreation District are required to check-in and/ or present their Membership card to gain access to the facilities of NCRD.

ACKNOWLEDGEMENT OF RISK: Patron recognizes that fitness, yoga, and aquatics classes require physical exertion and instruction and that he/she is not only physically able to participate, but also informed the instructor of any condition, medical or otherwise, that may affect his/her participation. Patron accepts and assumes all risks, hazards, and dangers involved in this participation.

WAIVER OF LIABILITY: Patron expressly agrees that all programs and use of all facilities and services shall be undertaken by Patron at Patron's own risk. Patron expressly assumes the risk of injury and damages to his or her own person and property; including lost or stolen articles or damages to car, arising out of or connected with the use of the facilities, equipment or services of the NCRD. Patron expressly agrees to forever release, waive, and discharge the North County Recreation District, officers, volunteers, agents and contracted services from any and all claims, suits, complaints, and injury, property damage, or wrongful death whether caused by negligence or otherwise. Patron accepts and assumes the inherent risks of exercise and equipment, along with Patron's own physical condition and infirmities. Patron agrees to hold harmless and indemnify NCRD from and against any injury or damage caused by Patron's act. Furthermore, Patron agrees to allow NCRD to seek medical care, if deemed appropriate, and agrees to pay any and all costs arising from such care.

MEDICAL ANALYSIS: Patron hereby stipulates and represents to the NCRD that

a) he or she is physically sound;

b) he or she has medical approval to proceed with a normal routine or exercise within all limitations of his/her age, strength and physical conditions;

c) he/she has no disability, impairment, or ailment that would be adversely affected by the use of the facilities or services;

d) The use of any NCRD facility and/or classes is a matter of his/her own election; and

e) By signing this agreement, Patron certifies that any information supplied to the North County Recreation District including medical information is true and correct.

DAMAGES TO FACILITIES: Patron agrees to pay an extra charge for damages arising from any careless use of equipment.

MINOR CONSENT: I hereby give my consent for all medical care prescribed by a duly licensed doctor of medicine for the above named participant, as his/her parent, or legal guardian. I hereby certify that the above terms and conditions apply to Patron given consent upon signing this document.

USE OF PHOTOGRAPHS, VIDEO AND QUOTES: Patron agrees to allow NCRD use of any photographs, videos, quotes, testimonials, or other media for marketing or any other purpose deemed reasonable by NCRD.

DESCRIPTION OF MEMBERSHIP TYPES:

Monthly/ 3 Month/ Year – Membership is due at the first of the month once membership expires. New patrons are prorated for the remainder of the month. Those signing up after the 15th of the month will be prorated for the remainder of the month plus membership for the following month. Membership expires at the first of each month, unless arrangements with staff are made.

Drop-In – Membership is good only for the day that payment is made for a Drop-In visit by the patron. Subsequent days require additional payment. Includes class access and facilities access for the department patron is visiting. *All sales final.*

Punch Card– Membership for 10-visits to either class, facilities, or both. Punch Card expires either after 1 year from purchase date or when all 10 visits have been used by patron(s).

Student– Patron must be a full time student to qualify for discounted student rate. Transcript of college courses taken must be presented when registering as a student. Middle School and High School students under the age of 18 require parent or guardian consent and must be a minimum of 14 years or older.

Class Only – Membership includes access to the class (es) of which patron has paid the term fee for. Membership expires at the end of the term. Patron understands that access to additional facilities is prohibited. All sales final.

Fit Pool – Membership provides access to both Fitness Center and Aquatics facilities and classes including Yoga. Membership expires 1 calendar month (30 days) from the date of purchase.

Revised: 7/13/2020