

Pond Creek GYM & Tanning Application

24 Hour Member Access

161 W. Broadway • Pond Creek OK 73766 • (508) 532-4946 • pondcreekgym@yahoo.com • www.pondcreekgym.com

JOIN DATE: _____

WITHDRAWAL DATE: _____

Member Last Name _____ First Name _____ DOB _____
 Spouse Last Name _____ First Name _____ DOB _____
 Address _____ City/State _____ Zip _____
 Primary or Cell Phone _____ Work Phone _____
 Emergency Contact _____ Emergency Phone _____
 Birthdate (mm/dd/yy) _____ Age _____ Gender _____
 Spouse Birthdate (mm/dd/yy) _____ Age _____ Gender _____
 Email Address _____

Quantity	EFT Memberships <i>(fees are withdrawn monthly)</i>	Monthly Rate
<input type="radio"/>	Single Membership - Age 18 and up	<input type="radio"/> \$36
<input type="radio"/>	Couple Membership - Age 18 and up	<input type="radio"/> \$48
<input type="radio"/>	Additional Family Member - Age 15 and up	<input type="radio"/> \$5
<input type="radio"/>	Senior, Active Military, Teachers - Age 60 and up	<input type="radio"/> 5% Discount
<input type="radio"/>	Key Fob Deposit	<input type="radio"/> \$10 Each
	Total Due at Signing	
	Monthly Draw Amount	

Member Name _____ DOB _____ Key Fob # _____ 11101082009-1
 Spouse Name _____ DOB _____ Key Fob # _____ 11101082009-1
 Dependent Name _____ DOB _____ Key Fob # _____ 11101082009-1
 Dependent Name _____ DOB _____ Key Fob # _____ 11101082009-1
 Dependent Name _____ DOB _____ Key Fob # _____ 11101082009-1
 Dependent Name _____ DOB _____ Key Fob # _____ 11101082009-1

I, _____ authorize payment of my monthly membership dues by an automatic draft from

Bank Name _____ Routing # _____ Account # _____
 must attach a voided check

Credit Card # _____ Expires _____ Security Code _____

Members Signature _____ Date _____

Cancellation Policy - memberships are nonrefundable and a 30 day cancellation must be given in writing (a form will be provided).

POND CREEK GYM & TANNING -- PARTICIPANT AGREEMENT - NOTE: this agreement must be signed by all adult participants and must also be signed by a parent or guardian of any minor seeking to participate in any recreation department programs or activities.

WARNING OF RISK

Despite the implementation of all reasonable precautions by the PC Gym, an unavoidable risk of serious injury will always exist when participating in any recreational activity. Not all hazards and dangers can be foreseen. Participants and parents/guardians of minor participants must understand that certain risks and hazards will be inherent to participation in that activity, including but not limited to risks and hazards associated with inclement weather, slip and falls, overexertion and fatigue, disregarding safety rules and instructions, collision with stationary objects or other participants, poor skill level or conditioning, carelessness, horseplay, unsportsmanlike conduct, premises defects, inadequate or defective equipment, inadequate supervision, instruction or officiating. Accordingly, the PC Gym hereby informs all participants and parents/guardians of minor participants that it is impossible for the Pond Creek Gym & Tanning to guarantee absolute safety for all program and activity participants.

WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

I acknowledge and assume the risks of property damage, accidents, injuries (including death), loss of bodily functions, disabilities, medical disorders, pain and suffering, lost income and medical expenses that arise from participation in any program or activity offered by the Department, and my use of facilities, transportation services, premises and equipment provided by the PC Gym. I further acknowledge that the foregoing risks may arise from my own action or inaction, the actions or inaction of other program or activity participants, the conditions under which a program or activity is conducted, or from the negligent actions or inaction (including any failure to warn) of PC Gym personnel, contractors or service providers. I also acknowledge that from time to time, the Pond Creek Gym & Tanning may take photographs of me participating in programs or activities offered by the Pond Creek Gym for use and publication in various publications or media, including but not limited to the Village's website, department program brochures or materials, and Pond Creek Gym informational, promotional or marketing materials, and I hereby expressly grant to the Pond Creek Gym the right to use and publish such photographs as contemplated herein, all without compensation or payment for such use and publication. In consideration of being allowed to participate in programs or activities offered by the PC Gym, I hereby release, waive and discharge the Pond Creek Gym and its owners, officials, employees, agents, volunteers and contractors (collectively, the "Releases") from any and all liability and all claims of any kind whether for personal injury, property damage or death, arising from participation in any activity or program offered by the PC Gym, or arising from the use or publication by Releases of photographs of me participating in programs or activities offered by the PC Gym, whether or not caused by the negligence of the Releases or any of them and further covenant that I shall not sue any of the Releases with respect to any such liability or claims. In the event that I or anyone else nonetheless makes a claim or files suit against Releases arising out of any of the above- described matters, I will indemnify and hold Releases harmless of and from any and all damages or judgments and costs of litigation, including attorney fees. The provisions hereof are to be construed as broadly as possible in favor of Releases, and this Agreement as a whole shall be governed by the laws of the State of Oklahoma (without reference to the conflicts of laws rules thereof). If any part of this Agreement shall be ruled invalid by a court having jurisdiction, the balance shall be enforced to the maximum possible extent. I am signing this Agreement freely and voluntarily, having read and understood it and with a full opportunity to consider its substance and with the intention of fully and unconditionally assuming the risks and releasing the liabilities as described above in this Agreement.

WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK FOR TANNING

It is our intention to keep you as well informed about tanning as possible. This means informing you how to operate the tanning equipment. The proper procedure to follow in the tanning room will be clearly explained by a member of our staff. Please feel free to ask any questions.

IF YOU DO NOT DEVELOP A TAN OUTDOORS, YOU ARE UNLIKELY TO TAN-FROM THE USE OF ANY TANNING DEVICE

1. **AVOID OVEREXPOSURE.** As with natural sunlight overexposure can cause eye and skin injury and allergic reactions. Repeated overexposure may cause photo aging of the skin, dryness, wrinkling and in some instances skin cancer. We recommend that you do not tan outdoors on days you are tanning indoors, that you do not tan if you currently have a sunburn and that you, at most, tan only once in a 24 hour period.
2. **CERTAIN MEDICATIONS, Lotions and other Products** may cause your skin to be more sensitive to UV Rays. Check the posed list of drugs and products known to increase the photosensitivity of the skin. Check with your physician or pharmacist if you are unsure about any medications you are taking or if you have had a problem with indoor or outdoor tanning in the past.
3. **WEAR PROTECTIVE EYEWEAR.** Failure to wear protective eyewear may result in severe burns or long-term injury to the eyes.

I have read the contents of this consent form carefully and state that I am not aware of any medical condition or other reason that would prohibit me from tanning. I understand that I will not be allowed to exceed the maximum allowable time posted on the tanning device. I have been given adequate instructions for the proper use of the tanning equipment, understand the risks involved and use it at my own risk. I hereby agree to release the owners, operators and manufacturers from any damages that I might incur due to the use of this facility.

Date Printed Participant Name Participant Signature

Date Printed Participant Name Participant Signature

REQUIRED PARENT/GUARDIAN SIGNATURE FOR MINOR PARTICIPANTS

I am the parent or legal guardian of _____, and am registering _____ to participate in a program or activity offered by the Pond Creek Gym & Tanning. I have read and reviewed this Agreement, and am voluntarily signing it on behalf of my child/ ward, in my capacity as parent and legal guardian. By signing below, I am agreeing on behalf of my child/ward to be bound along with my child/ward by all terms and conditions of this Agreement as set forth above, including but expressly not limited to those terms and conditions pertaining to the taking of photographs of program and activity participants, the use and publication of such photographs and the release of all claims associated therewith.

Date Printed Parent/Guardian Name Parent/Guardian Signature