PACC – Paynesville Area Community Center www.PaynesvilleCE.com PACC Staff 795 Business 23 West, Paynesville, MN 56362 320-243-7570 **Membership Agreement** Member #_____ BlueCross Blue Shield ____ UCARE ___ Silver & Fit __ Date_ Silver Sneakers ____ Medica ____ Health Partners ____ Preferred One ____ Other __ Type __ _____ Birthdate ____/___/ Full Name Email Address Address City, State, Zip Main Phone ()) _____Referred By _____Emergency Call: (Cell Phone (Membership Type ☐ Single ☐ Payment Arrangement ☐ Annually ☐ Single ☐ Family ☐ EFT Monthly ☐ No Contract Single Month NC #4 NC #1 □ NC #5 □ Membership Price \$ Card Access Fee \$ Total Amount Paid \$ _____ _____ Check # ____ Cash ____ Comments _____ MEMBER AGREES: To abide by all the membership rules of the facility. Because physical exercise can be strenuous and subject to risk of serious injury, the school district urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest, or participant) agree that if you engage in

any physical exercise or activity, or use any fitness center amenity on the premises or off premises at a school district sponsored event, you do so entirely at your own risk. This includes, without limitation, your use of the locker room, parking area, sidewalk area, or any equipment in the fitness facility and your participation in any activity, class, program, or instruction. You agree that you are voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury, illness, damage or loss of by theft of any personal property. You expressly agree to release and discharge the school district, and all affiliates, employees, agents, representatives, successors, or assigns, form any and all claims or causes of action. This waiver and release of liability includes, without limitation, all injuries to you which may occur, regardless of negligence, as a result of (a.) your use of any exercise equipment, (b.) the sudden and unforeseen malfunctioning of any equipment, (c) our instruction or supervision, and (d.) your slipping and/or falling while in the fitness center, or on the school district premises, including adjacent sidewalks and parking areas.

Member agrees to a late penalty of 5% or \$10.00 whichever is greater, if payment is received more than five days past the due date. Should you default, you agree to pay all costs of collection, including collection agency fees, court costs, and reasonable attorney's fees, all of which may be paid or incurred by the holder of this note. Should any part of this agreement be found unenforceable the remaining parts shall remain enforceable. Member also agrees no other representation is made other than what is agreed in writing herein. Failure to use facility will not relieve you of payments.

You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability. You agree to voluntarily give up any right that you may otherwise have to bring a legal action against the school district for negligence, or any other personal injury or property damage or loss action.

MEMBERSHIP CONTINUATION & CANCELLATION:

All membership agreements listed above are no-contract memberships, member may cancel by giving 30 days written notice of cancellation to Paynesville Area Community Education, 795 Business 23 West, Paynesville, MN 56362. Membership may be suspended for medical reason upon written advice from a medical doctor. Member may also choose to freeze their membership dues for up to 3 months at a time to guarantee their current membership rate by giving a minimum of 30 day written notice to Paynesville Area Community Education, 795 Business 23 West, Paynesville, MN 56362. Member_ _____ Date: _____ _ Authorized by:

| be the same as if it were signed pe | rsonally by me. Payment shall be made via ing Routing # | tion. I agree that treatment of such payment shall the following method. ** MUST ATTACH |
|-------------------------------------|--|---|
| Bank Name | Address | |
| City/State/Zip | | |
| I authorize said Electronic Funds | Transfer charges so long as I have a commi | ment to Paynesville Area Community Education. |
| Date | Member Signature | |

The PACC - Paynesville Area Community Center - 24 Hour Access

WAIVER & RELEASE FORM

You have agreed to purchase a membership at a facility that allows you access at any time. As such, you are aware that there will be no supervision or assistance. You are also aware that if you are injured, become unconscious, suffer a stroke or heart attack, that there will likely be no one to respond to your emergency and this facility has no duty to provide assistance to you. Even though this facility is equipped with surveillance cameras, it is likely that should you require immediate assistance, none will be provided. We HIGHLY recommend that you have a workout partner accompany you while at the club, but it is entirely up to you. Initial_____



Because physical exercise can be strenuous and subject to risk of serious injury, the club urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest, or participant)agree that if you engage in any physical exercise or activity ,or use any club amenity on the premises or off premises including any sponsored club event, you do so entirely at your own risk. You agree that you are voluntarily participating in the use of this facility and assume all risks of injury, illness, or death. We are also not responsible for any loss of your personal property. Initial_____

This waiver and release of liability includes, without limitation, all injuries which may occur, regardless of negligence, as a result of; (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction,(b) the sudden and unforeseen malfunctioning of any equipment and (c) your slipping and/or falling while in the club, or on the club premises, including adjacent sidewalks and parking areas. Initial_____

I understand that my membership only entitles me access to the facility and agree that I will not allow anyone else to use my access card at any time. I understand that if I were to allow unauthorized access to any another person, my access card will be deactivated and I will forfeit my 24-Hour Access membership.

Initial _______

You acknowledge that you have carefully read this "waiver and release" and fully understand that it is a release of liability. You expressly agree to release and discharge the club, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the club for negligence, personal injury or property damage. Initial_____

Note: Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this agreement will remain in full force.

| Printed Name: | |
|---------------------------------------|---|
| Signed: | Access Card # |
| Dated:/ | Access Card Fee: \$15 + Tax (Cash or Check #) |
| Parent or Guardian Signature if u | ınder 18 years of age |
| Email Address | Membership # |
| Membership Contract Start Date | End Date |

PACC - Credit/Debit Card Authorization Form

| Card Type: MasterCard | □VISA | | |
|--|--|---|-----------------|
| Cardholder Name (as shown o | on card): | | |
| Card Number: | | | |
| Expiration Date(mm/yy): | | | |
| Security Code Number (3 Digi | it Number on Back of Ca | rd) | |
| Cardholder Address (from cred StreetPhone Number | dit card billing statement) City |): State | Zip Code |
| Family Membersh Youth Membership Single Visit \$7 x Single Gym Visit \$ Access Card \$16.0 Total Amount to Be Deduction | \$5 x 93 x cted Today \$ | ntract \$51.25 x tract \$26.66 x | |
| Membership Auto I do not have access to a C Credit/Debit Card charged automatic charges by givin (Circle Membership you Single Membership - \$35 | Checking Account/Voiced monthly for my members a 30 day notice. are choosing) | bership. I realize l Student Member | rship - \$26.66 |
| I do not have access to a C Credit/Debit Card charged automatic charges by givin (Circle Membership you Single Membership - \$35 | Checking Account/Voiced monthly for my members a 30 day notice. are choosing) 5.22 or Family M | bership. I realize less student Membership - \$51 | rship - \$26.66 |
| I do not have access to a C Credit/Debit Card charged automatic charges by givin (Circle Membership you | Checking Account/Voiced monthly for my members a 30 day notice. are choosing) 5.22 or Family M | bership. I realize less student Membership - \$51 | rship - \$26.66 |

CONSUMER AUTHORIZATION FOR DIRECT PAYMENT VIA ACH (ACH DEBITS)

Direct Payment via ACH is the transfer of funds from a consumer account for the purpose of making a payment. **Check one:**

Begin Payment Change Information I (we) hereby authorize Paynesville Area Community Education to electronically debit my (our) account (and, if necessary, to electronically credit my (our) account to correct erroneous debits) as follows: ☐ Checking Account / ☐ Savings Account (select one) at the depository financial institution named below ("DEPOSITORY"). I (we) garee that ACH transactions I (we) authorize comply with all United States law and applicable law. Routing Number: _____ Account Number: _____ Name(s) on the Account: _______ Amount of debit(s) or method of determining amount of debit(s) Youth Membership \$26.66 Individual Membership \$35.22 Family Membership \$51.25 Other ____ Date(s) and/or frequency of debit(s): Monthly (Last date of each month) I (we) understand that this authorization will remain in full force and effect until I (we) notify **Paynesville Community Education** in writing that I (we) wish to revoke this authorization. I (we) understand that Paynesville Area Community Education requires at least 30 days prior notice in order to cancel this authorization.

NOTE: WRITTEN CREDIT AND DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

(Please Print)

Date: _____ Signature(s): ______

Name(s): _____