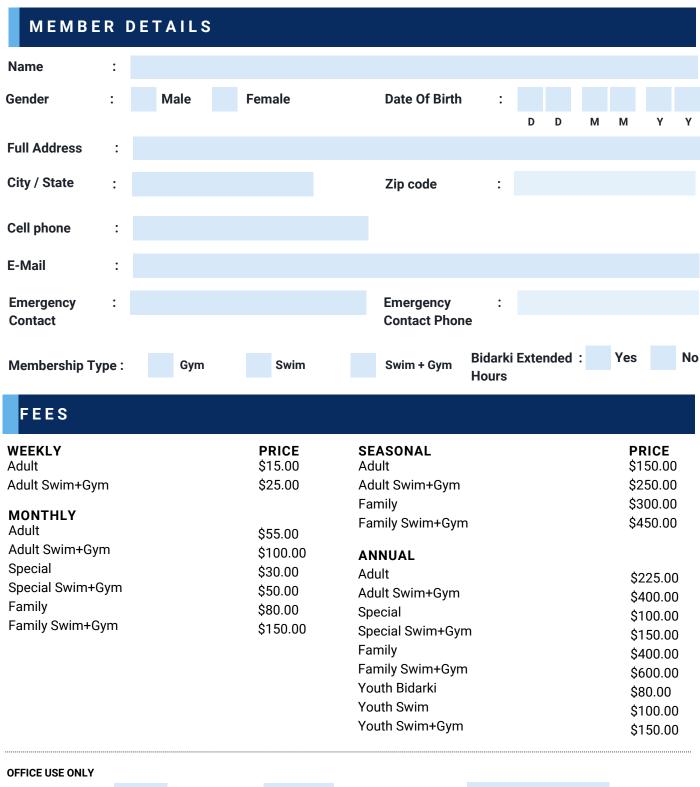
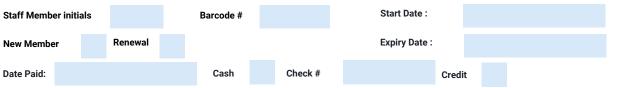
# **MEMBERSHIP FORM**

**BIDARKI RECREATION CENTER / BOB KORN MEMORIAL SWIMMING POOL** 



Each Member of the Public Facilities must have a current, completed Membership Form on file, including Youth under the age of 18 and other dependents. Youth and dependents must have a parent or guardian fill out a completed Membership Form and agree to the 4-page Terms and Conditions on behalf of the Youth/dependent.





These terms and conditions affect your legal rights and remedies. **Please fully review and understand the following before signing to acknowledge your review and acceptance of the terms**.

## 1. Membership Types

## Adult: Age 18 years and over.

Family: Two (2) adults who share same household with up to five (5) youth aged 6 to 17 years. Special: Seniors 60+ (with ID); Military (with ID); College Students (with ID); CVFD, People with a Disability (for first time applicants a letter from a medical doctor stating that the applicant has a permanent disability is required). Youth: Age 6 to 17 years or 18 years if still in school (with ID).

## 2. City of Cordova Public Facilities Waiver and Release.

The City of Cordova (the "City") makes available City-owned facilities, including the Bidarki Recreation Center and the Bob Korn Memorial Swimming Pool (the "Public Facilities") to members of the public who agree to adhere to federal, state, and municipal laws and all applicable Public Facilities rules and regulations. In order to use the Public Facilities, every adult, or a parent/guardian on behalf of a minor Youth/dependent (collectively the "Facility Patrons"), must agree to the following terms releasing the City from any and all liability related to the use of the Public Facilities.

By their very nature, Public Facility environments can be unpredictable. This means that even the most perfect, safest set of circumstances could not eliminate all risks associated with use of the Public Facilities; these types of risks, such as falls, contact with other Facility Patrons, improper use or failure of the equipment, and drowning, are called inherent risks. Additionally, certain conduct or negligent actions by others, including other Facility Patrons, may cause damage to property or result in injury to a Facility Patron. All Facility Patrons must assume responsibility for all risks – inherent or otherwise – as a condition of using the Public Facilities, including those that result in bodily injury,illness, property loss, or death.

Naturally-occurring human disease and viruses (including, but not limited to, the currently widespread COVID-19 virus) occurs in all environments, including the Public Facilities. I acknowledge that, while the City has taken reasonable measures to mitigate contact, exposure, transmittal or contamination of diseases and viruses between people (including other Facility Patrons, employees, and other third parties), that it is the sole responsibility of the Facility Patrons to safeguard themselves and others from such risks.

The Public Facilities have many unattended areas where will be no staff monitoring the Public Facilities or the Facility Patrons. All Facility Patrons must assume full responsibility for themselves and all of the activities in which they choose to engage, and must agree to the general and specific rules governing each Public Facility or activity, including but not limited to rules governing the Extended Hours Access and a minor's use of the Public Facilities.

Finally, while the City strives to maintain the safety of the Public Facilities, it may make MISTAKES or act NEGLIGENTLY in trying to do so. In exchange for the use of the Public Facilities, the Facility Patrons (and anyone that could or can legally stand in their place) agree to defend, release, indemnify, and hold harmless the City (and its past, present, and/or future city council members, administrators, officers, employees, volunteers, agents, attorneys, insurers, representatives, designees, and assigns) from liability or claims stemming from the City's NEGLIGENCE or MISTAKES, whether related to inherent risks or otherwise, for any claim brought by me, my minor child/dependent, or any third parties.

I understand that by providing my signature on Page 4 of these Terms and Conditions, I am agreeing to the terms of this Waiver and Release on behalf of myself and/or my minor/dependent, as designated.

# TERMS & CONDITIONS

#### 3. Physical Condition, No Medical Advice & No Insurance

I represent that I am in good physical condition and have no medical reason or impairment that might prevent me from my intended use of the Public Facilities. I understand and acknowledge that the City will not and cannot provide me any medical advice. If I have any health or medical concerns now or after I join, I will discuss them with my doctor before using the Public Facilities. I hereby also consent to emergency medical procedures deemed advisable for myself or my child in the event I cannot be reached and my child or I has sustained an injury. The City does not provide accident or hospitalization insurance for participants for users of its Public Facilities.

I hereby certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else I agree to bear costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in recreational activities, and that I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

#### 4. Entry

Membership cards must be valid and must be scanned at the FRONT DESK before entering a Public Facility. New cards are issued when enrolling in a new membership package. A \$3.00 fee will be charged to re-issue membership barcodes. Non-members and casual users must pay the applicable fee before being allowed access to the Public Facility. Members with Extended Hours Access rights at Bidarki Recreation Center may swipe their barcode at the reader located inside the door (marked Barcode Entrance) at the western of the Recreation Center when the Facility is unstaffed. You are not permitted to allow anyone else to use your membership barcode (except those on a Family Membership). If you do so, your membership may be cancelled immediately without notice.

#### 5. Rules and Regulations.

Each of the Public Facilities has its own rules. You must not carry out any illegal acts on the Public Facilities premises, and you must comply with each Public Facilities' health and safety requirements. The City may, in its sole discretion, modify its rules, regulations or policies without notice at any time. A copy of any rules and regulations may also be found at www.cityofcordova.net. The City reserves the right, at its own discretion and acting reasonably, to refuse entry, cancel a membership, or ask a member or casual user to leave the Public Facilities. This can happen if you or your child/dependent don't adhere to the conditions of membership or the relevant Public Facilities rules, act in a breach of our health and safety policies (including exercises that are unsafe for you), behave in an inappropriate manner toward other customers and staff, or you are under the influence of drugs and/or alcohol. I agree to abide any rules and regulations posted at the Public Facilities or communicated by City staff.

## 6. Use of Public Facilities and hours of operation

Use of the Public Facilities, services, classes, programs, and equipment may have limited hours, be discontinued altogether at any time, or be offered on a "first come-first served" basis. The City reserves the right to charge a separate participation fee for any of these Public Facilities, services, classes, or programs. The City reserves the right to vary, add or eliminate from time to time any of the Public Facilities or services provided by the City.

#### 7. Minors (under 18)

Parent/Guardian: In exchange of the City allowing my minor child to use the Public Facilities, I agree to the Terms and Conditions in this Agreement on their behalf. I understand that no child under the age of 12 is permitted in the Weights/ Cardio areas of Bidarki Recreation Center and that any child between the ages of 12 to 15 years must be accompanied by adult at all times when in any Weights/Cardio areas. I also understand that I am required to actively supervise my child under the age of 14 in and around the water at the Bob Korn Memorial Swimming Pool.

#### 8. Unavailability of facility or service

I agree to accept the fact that a particular Public Facility or service may be unavailable at any time due to prior booking, scheduled maintenance closure, mechanical breakdown, fire, natural disaster, or any other reason.

#### 9. Promotional Images

I hereby give permission that any audio and/or visual images captured of me during regular activities at the Public Facilities through audio, photo, and/or video means will be used solely for the City's' promotional material, multimedia, and publication purposes without further permission and any compensation to me. **To OPT OUT please initial here {initials\_\_\_\_\_}** 

# TERMS & CONDITIONS

#### 10. Fees, Payments, Transfer, Cancellations and Refunds

All memberships are a fixed term e.g., week, month, season, or annual. At the end if your fixed term your membership will automatically expire. Membership fees must be paid in advance by cash, check, or credit card. All memberships are non-transferable. Annual members can only cancel their membership only if they move outside of Cordova or for a medical reason(medical certificate required). Fourteen (14) days written notice is required. Refunds will be pro-rated dependent on number of months remaining on membership term and are subject to be being accepted by the City of Cordova. Week, month, and season memberships are unable to be cancelled and are non-refundable. Failure to use the Public Facilities will not entitle you to receive a refund on your membership fee. Deferment of membership terms are generally not refundable but may be authorized based on special circumstances such as physical incapacity.

#### 11. Use of Bidarki Recreation Center during Un-staffed Hours:

I understand that my membership at the Public Facility may allow unsupervised access at various times throughout the day. These times are called "unstaffed hours". As such, I am aware that there may be no supervision or assistance at the Public Facility. I am aware that the Staffed hours may change at the sole discretion of the City. I am aware if I get injured, become unconscious, suffer a stroke or heart attack or any other medical emergency or event, there will likely be no one to respond to my emergency and that the City has no duty to provide assistance to me while I am at the Public Facility. I understand even though the Public Facility is equipped with surveillance cameras, these record, but are not monitored continuously; help will not be available during non-staffed hours. I understand where the Public Facility first aid stations, automatic external defibrillator (AED), are located in the Public Facility.

#### 12. Bidarki Recreation Center Extended Hours Use

#### I have received, read, understood, and agree to the conditions of the Bidarki Recreation Center Extended Hours Access Agreement and Terms and Conditions as Follows:

- Extended Hours Access is available to adults 18 years and older only.
- Available for weekly, monthly and annual members only. Only active account members will be allowed entry.
- Every member is required to swipe their own barcode upon entry to the Center during non-staffed hours.
- Improper unauthorized use of the facilities may result in member suspension or cancellation. No one else may
  use your bar code for any reason, and you are required to report any situation that appears to be code sharing to
  staff.
- The City reserves the right to suspend or cancel the rights, privileges, and membership of any member whose actions are detrimental to the use, safety, and enjoyment of the Center.
- Extended Hours of Use are: MONDAY FRIDAY 3AM 8AM and SATURDAY 3AM 12 noon. These are subject to change. The facility is closed all day Sunday.
- Do not bring or otherwise allow a person that is not an approved member or guest of the Center to access the facility without permission.
- Members alone in the Center should call 911 in case of an emergency.
- All outside doors must remain closed during all non-staffed hours.
- Only use equipment you understand how to use.
- Inspect the equipment to make sure it is properly functioning prior to using the equipment.
- Remove any potential trip hazards from the floor, around racks/lifting area, and return all excess
  plates/equipment to keep area tidy when they are not in use. After Center use, please wipe down any used
  equipment.
- Stop exercising if you experience a potential injury and seek medical attention.
- Inspect your surroundings to make sure equipment and weights are not obstructing your intended exercise.
- Notify management and all other members using the Center if any equipment is not working properly or if you notice any potentially dangerous conditions within the Center.
- Return all equipment, and/or other Center supplies to their designated storage place after using the equipment and pick up any items or trash brought into the Center or bathrooms.
- The Center is monitored 24/7 by surveillance cameras. Do not touch, move, or unplug any security cameras

# TERMS & CONDITIONS

By signing below, you represent that you fully understand and agree to the City's terms as set forth above on Pages 1-3 of the Terms of Conditions and accept the City's terms on behalf of yourself or the Facility Patron identified below, including the Waiver and Release found on Page 1 of these Terms and Conditions.

	Date	:						
Member Signature (Members over 18)			D	D	М	М	Y	Y
Signature of Parent/Guardian on Behalf of Minor/Dependent								
Printed Name of Parent/Guardian on Behalf of Minor/Dependent								
Printed Name of Minor/Dependent	Date of birth	:	D	D	М	м	Y	Y
Printed Name of Minor/Dependent	Date of birth	:						
Printed Name of Minor/Dependent	Date of birth	:	D	D	М	М	Y	Y
Printed Name of Minor/Dependent	Date of birth	:	D	D	м	М	Y	Y
	Date	:	D	D	М	М	Y	Y
			D	D	м	м	Y	Y