

MEMBERSHIP APPLICATION
MEYER WELLNESS AND SPORTS CENTER

DATE: _____

NAME (print) _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DATE OF BIRTH: ____ \ ____ \ ____ ____ MALE ____ FEMALE

HOME PHONE: _____ WORK PHONE _____

EMAIL: _____

EMERGENCY CONTACT: _____ PHONE _____

USER AGREEMENT

Participant, by signature below, requests the use of the facility of the Meyer Wellness Sports Center. It is understood by participant that:

1. Participant assumes the risks set forth in the Assumption of Risk Agreement, made part hereof by reference.
2. Participant's use of the facility is conditioned upon payment of dues, and or any sums due by participant to Southwest Baptist University.
3. Southwest Baptist University may terminate this Use Agreement and participant's use of the Meyer Wellness Center, with or without cause, at any time. Participants shall be notified in writing of termination of use of the facility, and any monthly dues paid in advance shall be returned with the notice of termination
4. I understand that the membership is for the period of _____ through May 31, _____
As such I choose to use the following payment type indicated.
Membership Payment Type Selected _____ Annual Payment _____ Monthly Acct Debit
Membership Cost: Annual \$ _____
Membership Cost: Monthly \$ _____ Totaling \$ _____ through May 31, _____

Participant's Signature

Meyer Wellness Center Director

OFFICE USE ONLY

Type of membership: Adult ____ Family ____ SBU Graduate\Senior ____ Student Spouse ____

Faculty/Staff and, or Dependent ____ Bearcat Club ____ SBU Retiree ____ SBU Retiree Spouse ____ Other ____

Date membership begins: ____/____/____ Date ends: 05/31/____

Membership cost: _____

Staff Signature: _____

ASSUMPTION OF RISK AGREEMENT

In consideration of the above information and in consideration of the privilege of participating in the Meyer Wellness and Sports Center activities, the undersigned participant acknowledges the existence of risks in connection with these activities, assumes such risks, and agrees to accept the responsibility for any injuries sustained in the course of the use of the facilities and/or equipment. In addition, participant releases Southwest Baptist University, its trustees, officers, faculty, staff, students and agents from any liability for claims arising out of the use of exercise equipment, gymnasium including running track and climbing wall, racquetball courts, swimming pool, supervised or unsupervised exercise or activities, incidents occurring in the locker and shower rooms of the center.

The participant recognizes that possible injuries which may arise out of participation in the center's activities include, but are not limited to, potentially fatal injuries such as heart attacks, stroke and heat stress, as well as other injuries such as back injuries, broken bones, torn ligaments, etc.. The participant releases Southwest Baptist University from liability for such injuries regardless of whether his or her damage or loss is caused by any negligent act or failure of the university or otherwise.

Having read the preceding, the participant acknowledges an understanding of those risks set forward and knowingly agrees full responsibility for any exposure to such risks. I understand that this membership is non-refundable and non-transferable.

Date: ____/____/____ Participant's Signature _____

PARENT/LEGAL GUARDIAN RELEASE FOR MINOR BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS, READ CAREFULLY BEFORE SIGNING

I hereby represent that I am the parent or legal guardian of _____, "**PARTICIPANT**", who is under the age of 18. For and in consideration of Southwest Baptist University permitting PARTICIPANT to participate voluntarily in any activity or event, including but not limited to the following activities areas: gymnasium, climbing wall, running track, racquetball courts, swimming pool, fitness room, and aerobics room, and all other facilities and activities, I hereby assume all the risks associated with the Meyer Wellness and Sports Center and activities. I release Southwest Baptist University, its trustees, officers, faculty, staff, students, and agents from all claims, demands, suits, causes of action, or judgments which PARTICIPANT, or I ever had, now have, or may have in the future or which our heirs, executors, administrators, or assigns may have, or claim to have against Southwest Baptist University, its trustees, officers, faculty, staff, students, and agents arising out of or in any way connected with the Meyer Wellness and Sports Center or activities, for all personal injuries, known or unknown, property damages, or claims for wrongful death caused by **ACTS, OMISSIONS, OR NEGLIGENCE** of Southwest Baptist University, its trustees, officers, faculty, staff, students, or agents.

I agree to indemnify and hold harmless Southwest Baptist University, its trustees, officers, faculty, staff, students, or agents, from all claims, demands, suits, causes of action, or judgments which PARTICIPANT or I ever had, now have, or may have in the future or which our heirs, executors, administrators, or assigns may have, or claim to have against Southwest Baptist University, its trustees, officers, faculty, staff, students, or agents, arising out of or in any way connected with the Meyer Wellness and Sports Center or activities, for all personal injuries, know or unknown, property damages, or claims for wrongful death, caused by the **ACTS, OMISSIONS, OR NEGLIGENCE** of Southwest Baptist University, its trustees, officers, faculty, staff, students, or agents. I agree to pay all costs and attorney's fees incurred if legal action is brought against Southwest Baptist University, its trustees, officers, faculty, staff, students, or agents.

I also agree to be responsible for any property damage or personal injuries that I or PARTICIPANT may cause by intentional or negligent acts while participating in activity at the Meyer Wellness and Sports Center.

I have read and executed this document with full knowledge of its legal significance.

SIGNATURE OF PARENT OR LEGAL GUARDIAN

DATE