



# Cripple Creek Parks & Recreation Fitness Membership Contract 2011

## Member Information

Name		Date of Birth		Date	
Mailing Address					
City		State		Zip	
Email					
Home Phone		Work Phone		Cell Phone	
Emergency Contact		Emergency Contact 2			
Emergency Phone		Emergency Phone 2			
Relationship		Relationship 2			
Employer		Employer Phone			
Referred By					
Physician Name		Physician Phone			
Emergency Facility and Address					

## Type of Membership (circle one)

\$3/ Daily	\$12/ Monthly	Punch Card \$18	Corporate
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## Payments

Date	Cash	Check	Check #	Credit (MC/Visa)	Receipt #	Membership Expiration Date

Cripple Creek Parks & Recreation reserves the right to revoke any membership for any reason.  
Please observe all gym rules posted in the fitness room.

# Fitness Membership Contract

## Cripple Creek Parks and Recreation

### **PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK**

1. I understand and acknowledge that the activity in which I am about to engage bears known risks and unanticipated risks which could result in injury, death, illness, disease, emotional distress or damage to myself, properties, or to third parties. The following describes some, but not all, of these risks:
  - A. The nature of the fitness programs which include, but are not limited to, recommendations or advice given by Cripple Creek Parks and Recreation, its trainer(s), agents, employees, and persons or entities concerning diet, health, or exercise programs adopted by the participant;
  - B. The acts or omissions, negligent in any degree, of Cripple Creek Parks and Recreation, its trainer(s), agents, employees, and other persons, or entities;
  - C. Latent or apparent defect or conditions in equipment or facilities (including buildings) supplied by Cripple Creek Parks and Recreation or other persons or entities;
  - D. Use or operation, by myself or others, of equipment or facilities (including buildings) supplied by Cripple Creek Parks and Recreation or other persons or entities;
  - E. Acts of other participants or guests during the fitness programs established by Cripple Creek Parks and Recreation, trainer(s), agents, employees, or other persons;
  - F. My own personal condition or my own acts or omissions;
  - G. First-aid, emergency treatment or other services rendered by Cripple Creek Parks and Recreation, its trainer(s), agents, employees, or other entities;
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary. No one is forcing me to participate, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to hold harmless in indemnity Cripple Creek Parks and Recreation, from any and all liability, claims, demands, actions, or rights of actions, which are related, to arise out of, or in any way connected with my participation in this activity, including those allegedly attributable to the negligent acts or omissions of.
4. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I will have no right to make a claim or file a lawsuit against the City of Cripple Creek, Cripple Creek Parks and Recreation, its trainer(s), agents employees, or any other persons or entities acting in any capacity on its behalf even if they or any of them negligently cause such an injury or damage.
5. Should the City of Cripple Creek and/or Cripple Creek Parks & Recreation, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify, and reimburse for such fees and costs.
6. I certify that I have health, accident and liability insurance to cover any bodily injury or property damage I may cause or suffer while participating in this event, or else I agree to bear the cost of such injury or damage myself.
7. I give my consent for photographs to be used in any way Cripple Creek Parks and Recreation may care to use them.
8. Fitness members must be of the following ages with the following restrictions; (13-14 year old must be accompanied by an adult, 15-17 years old must have a signed parental consent to work out on their own).
9. Fitness Members are aware that Cripple Creek Parks & Recreation will be closed on City Holidays (No credits will be awarded). We will be closed on rare occasions and credits will be awarded.

*My signature below indicates that I have had sufficient opportunity to read this entire document, that I have read it, and that I understand if affects my legal rights; I agree to be bound by its terms.*

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Name (please print): \_\_\_\_\_

If under 18, Parent/Guardian Signature: \_\_\_\_\_