Membership Application & Agreement

Moody Civic Center

Membership Entered:	Daily Fee:			
(Please Print) Applicant Name:			e of Birth:	
Street Address:				
City: Si	State:		Zip Code:	
Phone Numbers: Home:	Cell:			
Email Address:				
Emergency Contact: Name:		Phone:		
Family Members (including applicant)	Member Code:	Date of Birth:	Member Number:	
Last Name, First Name, Middle Initial	S- Spouse DD- Dependent Daughter DS- Dependent Son	Mo/Day/Year EX:01/01/2001	Office Use Only	

Payment: MC/Visa/Discover, cash, or checks payable to: City of Moody (Return check fee \$30)

I understand that the activities, programs, and classes offered by the City of Moody and the use of its facilities, may involve strenuous physical exertion. I acknowledge that injuries or other complications associated with physical activity may result from my participation. I assume full responsibility of any risk, implicit, or direct by participation in activities or in the Civic Center facilities. I also understand that the City of Moody does not provide medical insurance covering injuries to its participants. I also understand that all memberships are nontransferable, nonrefundable and are valid for 365 days from the date of purchase.

I agree to abide by and follow all Civic Center Rules & Policies and any other material published and provided by the Civic Center. I understand that a violation of the rules, regulations, policies and procedures of the Civic Center may result in my immediate removal from the facility and a suspension or revocation of my membership. I also understand that I am responsible for the behavior of my children and any guest that I may bring to the facility. I agree to require my children to observe the rules of the Civic Center and to behave appropriately, and acknowledge that a failure to do so may result in a suspension or revocation of my membership, as well as the membership of my children. I understand that any decision made concerning the foregoing is solely in the discretion of the City, and understand that membership privileges may be suspended or revoked without recourse, in the sole discretion of the City. (Membership will not be issued until Applicant has signed and dated all three (3) pages of this application)

Signature:

_ Date:____

Moody Civic Center

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

I, _______, (hereinafter referred to as "User"), as a member of the City of Moody Civic Center ("Center") desires to use the facilities and services available at the Center pursuant to the Membership Application & Agreement. User acknowledges and agrees that User's signing and delivering this Assumption of Risk and Release of Liability is a condition to User's being permitted to utilize the facilities and services of the Center, and that this Assumption of Risk and Release of Liability is being signed by User and delivered to the Center in consideration of the Center's agreement to permit User to utilize the facilities and services of the Center.

User fully understands and agrees that in utilizing the Center facility and/or participating in services, programs, or events available at the Center that there is a possibility of physical injury to and, in some cases, death of user. User agrees that User is aware of these risks and voluntarily and willingly assumes the risks of any such injury or death. User further agrees that neither the Center nor any of its employees or agents shall have any liability, obligation or responsibility to User as a result of any injury to or death of User occurring at the

Center, or as a result of User's utilization of the facilities and/or services of the Center, regardless of the cause of the injuries or death.

User further agrees that all exercises, including the use of any facilities, machinery, equipment, or other apparatus, and User's participation in any exercise, aerobic, conditioning, or other programs or events at the Center, shall be at User's own risk, regardless of whether consultation or instruction is or is not sought or provided by the Center and/or its employees or agents. The Center shall not be liable to User for any claims, demands, injuries, damages or actions arising due to the physical injury to or death of User arising out of or in connection with User's use of the facilities and/or services of the Center, regardless of the cause of the same, and User agrees to hold the Center harmless from any and all claims for such injuries or death.

USER ACKNOWLEDGES THAT USER HAS READ AND UNDERSTANDS THE FOREGOING, WHICH CONSTITUTES A <u>FULL ASSUMPTION OF RISK</u> OF INJURY OR DEATH BY USER AND A <u>FULL RELEASE OF</u> <u>LIABILITY</u> OF THE CENTER, AND ITS EMPLOYERS, TO USER AS A RESULT OF ANY PHYSICAL INJURY OF DEATH OF USER OCCURING AT OR AS A RESULT OF THE USE OF THE CENTER.

Signature:	Data
Nonalline.	Date:

Moody Civic Center 200 Civic Center Drive Moody, Al 35004

Moody Civic Center

Rules and Regulations

The following rules and regulations are established in order to provide safe, enjoyable environment for you in which to recreate. Management reserves the right to suspend or revoke facility usage for non-compliance to these rules and regulations. Please read these carefully & ask any questions if needed.

- 1. Anyone in a recreation area of the Center must be a member or pay a usage fee. Membership identification must be with you at all times. Unauthorized use of the facility is not allowed.
- 2. No food or drink outside of designated areas. There is a vending area where food and drink may be purchased and consumed. No outside food may be brought in from restaurants- MCC has a preferred catering list for any prepared food brought into the center,
- 3. Use of cell phones equipped with a camera is prohibited in all restrooms, showers, and dressing areas.
- 4. The Civic Center and Center personnel will not be responsible for lost or stolen articles. Items cannot be held at the front desk, no bags, coats, or personal items are allowed in the fitness centers or courts. Personal items should be placed in a locker and locked. Locks left on lockers overnight will be cut off.
- 5. Members are required to pick up after themselves, discard trash, and remove personal items.
- 6. Bicycles are to be placed in outside designated areas only & Motorcycles are to be parked in parking spaces.
- 7. Fitness equipment etiquette: 30 minute time limit on all equipment.
- 8. No outside personal trainers- all instructors must be approved and contracted by MCC
- 9. Members are required to wipe down cardio and fitness equipment after each use. Clorox wipes are available for use.
- 10. Ringing cell phones are prohibited in all fitness and recreation areas. Be considerate of others and take all cell phone calls to the lobby or hallways.
- 11. Profanity, horseplay, fighting, running, or derogatory comments will not be tolerated in the Civic Center. Any individual displaying these types of behaviors will be asked to leave immediately and may be subject to suspension or revocation of membership privileges.
- 12. Abuse or vandalism of facility or equipment will not be tolerated.
- 13. Being abusive towards staff or other guests, or not following staff directives is subject to suspension.
- 14. Chewing gum and tobacco products, including vape products are prohibited.
- 15. Alcohol and drugs are prohibited.
- 16. No pets are permitted, with the exception of verifiable service animals.
- 17. Office phones are for employee and Civic Center use only.
- 18. Radios, tape, or CD players are not permitted unless they are personal units equipped with headphones
- 19. All youth under the age of 15 must have a parent or adult (over the age of 18) provide supervision while in the Center.
- 20. No children under the age of 14 are permitted in adult classes, racquetball court, or fitness center.
- 21. All solicitations or postings must be approved by management and must be related to programs or activities at the Center.
- 22. Violations of Center Rules and Regulations will be cause for suspension for a period of up to one year.
- 23. The Civic Center or specific areas of the Center are subject to closure for a period of up to ten (10) days for annual maintenance and up to three (3) days for mechanical or operational maintenance. If not an emergency, notification of closures will be posted throughout the building and on our Facebook page.
- 24. We will constantly strive to meet the needs of all members. Unfortunately, there may be times when a member is unhappy with a situation. If and when this occurs, the issue needs to be discussed in a civil manner. Our Manager is available to discuss problems and/or complaints in an office away from the public. Negative comments and matters of personal opinion will not be tolerated on our Facebook Page or in our facility.
- 25. Service may be refused to any member or guest who violates any rule or regulation, or engages in any verbal and/or physical abuse of the Civic Center Staff or members.
- 26. Please refer to the Civic Center FAQ (Frequently Asked Questions) info sheet for additional information, hours of operation, and area specific guidelines.

Signature:__

Date:___