



5471 thayék êthë dnèkmëgzèk myéw
(The Place Where Everyone Plays Road)

PO Box 340
Crandon, WI 54520

community.fcpotawatomi.com • 715.478.6500

Membership Agreement and Liability Waiver

Membership, Term, and Payment

This membership Agreement (the “Agreement”) is made between the Forest County Potawatomi Community Center (the “Center”), and the undersigned member (the “Member”). The Agreement is made because a Member wishes to receive and the Center wishes to provide personal training, health club services, and community events at the Center’s facility, which is located at 5471 Thayek Ethe Dnekmegzek Myew, Crandon WI, 54520 (the “Facility” or “Facilities”). In this Agreement, the terms “you” and “your” refer to the Member.

Membership. Your Membership allows you to use the Center until your Membership Expiration Date, below, and is created when you execute this Agreement, including fulfilling all Membership Qualifications. The following areas of the Center are included with a paid “Youth Membership,” “Adult Membership,” “Senior Membership,” and “Family Membership.” (some exclusions may apply): The Fitness Center, Gym, Rock Wall, Aquatic Center, Upper Track, Field House (Turf).

Fee. Your Fee is based on the length and the type of your Membership (“Membership Fee”). Your initial fee is due upon execution of this Agreement. Your Membership Fee may be paid in one (1) lump sum, or in equal monthly installments. If you pay in equal monthly installments, your payment is due on the first day of the month.

Closings. From time to time, the Center may partially or fully close and be unavailable for reasons including, but not limited to, renovation, repair, special events, or holidays. The Center will make every effort to minimize disruption to members during these periods. Hours of operation will be displayed in the Center and may be modified from time to time.

Please go to: Home - FCP Community Center (fcpotawatomi.com) for more information.

Personal & Group Training

Personal training and fitness classes are offered by the Center but are not included in the membership dues. Center reserves the right to charge additional fees for any personal or group training that the member chooses to participate in.

Rules & Participation

The Member hereby agrees to abide by all posted safety guidelines and regulations while using FCP Community Center facilities and equipment. Additionally, the Member agrees to dress and conduct themselves in a manner deemed appropriate for a fitness facility.

The Member shall not consume drugs or alcohol on Forest County Potawatomi Community property. The Member agrees not to photograph or videotape on FCPC property.

The Member shall report any pending court cases for a sex crime or for selling illegal substances.

FCPC reserves the right to revoke or suspend the Member's access if these terms are violated. Please see a full list of Membership rules in the "Membership Handbook".

Membership Cancellation

If a member has paid for an annual membership and encounters extenuating circumstances (medical issue, etc.) they can cancel their membership prior to its expiration. The member must provide the Potawatomi Community Center 30 days' notice and the reason that they are requesting a refund. Management reserves the right to refuse a membership refund.

Billing Authorization – Automatic Withdrawals

To have membership fees automatically deducted from a checking account an Automatic Withdrawal form must be completed.

Miscellaneous

Confidentiality. Information you provide to the Center pursuant to this Agreement, including but not limited to that information provided in the Required Forms (the "Confidential Information"), will be treated by the Center and its personnel as confidential, and will not be released or revealed to any person outside of the Center without your express written consent or as required by law. The Center shall employ reasonable and appropriate safeguards to protect your Confidential Information.

Assignment. You may not assign, resell, or transfer to any other person or entity the rights allowed or obligations required by this Agreement.

Binding Law

The membership contract shall be considered binding upon the Member and the Center and shall be upheld and enforced in accordance with the laws of the Forest County Potawatomi Community. By executing this Membership Agreement, a Member voluntarily submits to jurisdiction of the Forest County Potawatomi Community Tribal Court for any causes of action arising out of the Agreement. By executing this Membership Agreement, Member's voluntary submit to jurisdiction of the FCPC Tribal Court for any causes of action arising out of the Agreement.

Release of Right of Publicity

By entering this Membership Agreement, you immediately grant the Forest County Potawatomi Community the unrestricted, worldwide, royalty-free right to use, reproduce, publish and otherwise distribute your name, photograph, video presence, personal story and/or likeness (collectively "Likenesses") in advertising and in the Company promotional materials, in any and

all formats, platforms or other media or social media now existing or hereafter created, and you hereby waive all claims for remuneration for such use and you release and forever discharge the Forest County Potawatomi Community from any and all claims and demands arising out of or in connection with the use of Likenesses. This authorization may be cancelled at any time (for purposes of future uses only) by contacting the Division Administrator for the Potawatomi Community Center by written letter sent by way of US First Class Registered mail.

Release of Liability

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

This waiver and release of liability includes, without limitation, all injuries which may occur because of: 1) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training, or instruction; 2) the sudden and unforeseen malfunctioning of any equipment; 3) our instruction, training, or supervision; 4) your slipping and/ or falling while in the building, or on the premises, including adjacent sidewalks and parking areas; 5) contact with other participants; 6) the effects of the weather, including high heat and/or humidity; 7) all other such risks being known and appreciated by you as the participant/user of the facility.

I hereby acknowledge my responsibility in communicating any physical and psychological concerns that might conflict with my participation in activity. I acknowledge that I am physically fit and mentally capable of performing the physical activity I choose to participate in. After having read this waiver and knowing these facts, and in consideration of acceptance of my participation and the Potawatomi Community Center furnishing services to me, I agree, for myself and anyone entitled to act on my behalf, to HOLD HARMLESS, WAIVE AND RELEASE Forest County Potawatomi Community, its officers, agents, employees, organizers, representatives, and successors from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I may otherwise have to bring a legal action against the facility for personal injury or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the facility, its agents, and employees. If any portion of this release from liability shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect. By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.

Adult Participant Name (please print) _____

Adult Participant Signature _____ Date _____

Membership Qualifications

- 1. You attest that you are at least eighteen (18) years of age. **Initial** _____
- 2. **One or two adults and their dependent children under the age of 19 who live in the same household. In addition, a dependent, up to the age of 25 who is attending college and residing at home (a valid full-time class schedule must be shown) is also eligible to be under a family membership. Initial** _____

(If participant is under 18 years of age, please complete below)

I represent that I have legal capacity and authorize to act on behalf of the minor(s) named below.

Name _____ Relationship to Applicant _____

Name _____ Relationship to Applicant _____

Name _____ Relationship to Applicant _____

Name _____ Relationship to Applicant _____

Name _____ Relationship to Applicant _____

Name _____ Relationship to Applicant _____

Name _____ Relationship to Applicant _____

Name _____ Relationship to Applicant _____

Legal Parent/Guardian Name (please print) _____

Legal Parent/Guardian Signature _____ Date _____

EMERGENCY CONTACT INFORMATION

Name _____

Relationship to Applicant _____

Primary Phone # _____ Secondary Phone # _____