

Boner Fitness & Learning Center
MEMBERSHIP AGREEMENT

MEMBER'S RIGHT TO CANCEL - If you wish to cancel this contract, you have the right to cancel within 3 business days of signing this contract by calling or delivering in person a written notice to the John Boner Neighborhood Centers at 2236 E. 10th Street, Indianapolis, IN, 46201, Attn: Director of Fitness & Wellness. After the first 3 business days of the contract, there are NO refunds for any of the membership plans when cancelled. If you wish to cancel, the notice must be delivered 10 days before the end of the month and prior to the 1st day of the month upon which your next charge will be due. Members may freeze their membership for a period of up to three months by notifying the Director of Fitness & Wellness or Customer service staff 10 days prior to the 1st day of the month upon which your next charge will be due. Membership dues will not be charged during the period in which an account is frozen. Accounts that remain frozen beyond 3 months will automatically be cancelled. Accounts that are cancelled due to non-payment will be assessed a \$20 lapsed member fee if and when they re-establish membership at Boner Fitness & Learning Center. Cancelling this contract affects your membership status but does not cancel the Participant Release of Liability.

PARTICIPANT RELEASE OF LIABILITY – The risk of injury from the activities involved in this program is significant, including the potential for permanent injury, paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist and, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and, I willingly agree to comply with the stated and customary terms and conditions for participation. If however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately and I, for myself and behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the John Boner Neighborhood Centers, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners, and lessors of premises used to conduct the event (RELEASEES), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

Member Agrees: To abide by all the membership regulations of the center. Member agrees to pay a \$5.00 late fee per month if the monthly payment is received more than ten (10) days past the due date. In the unlikely event that your check is returned for insufficient funds, John Boner Neighborhood Centers will charge a \$35 returned check fee. Returned checks must be paid by cash, money order, cashier's check, or credit card. A member with two instances of a returned check will only be able to pay membership fees by cash, money order, cashier's check, or credit card. Even if the centers facilities and services are not used, Member will be responsible for everything owed under this agreement. If the centers facilities are temporarily unavailable due to an event such as a fire, flood, loss of lease, or the like, we will extend your membership privileges for the period the facilities are unavailable. You authorize the John Boner Neighborhood Centers to send communications via e-mail, including late payment notifications, solicitations and other correspondence.

APPEARANCE RELEASE - I, the undersigned, hereby give permission to the John Boner Neighborhood Centers and Indiana University-Purdue University Indianapolis to use my photograph and/or videotape my voice, name, physical likeness, and appearance in connection with productions related to the Boner Fitness & Learning Center. I will receive no remuneration for my participation in this production. I hereby agree that IU and its assigns, agents, employees, licensors, and successors (collectively the "IU parties") may, by any media whatsoever, produce, distribute, exhibit, broadcast, and promote scenes of me in connection with said production, and may sell or license the same for distribution, exhibition, or broadcast to any other person or entity and that the IU parties may make reference to and use my name, voice, and likeness. I further agree that the IU parties may edit scenes and my appearance in the production, and may use or authorize others to use such scenes in other formats. I waive all personal or proprietary rights with respect to the production. If the person participating is not yet 18 years old: As a parent or legal guardian of the child, I verify that I fully agree to, understand, and accept all provisions of this Appearance Release.

Waiver, Release of Liability & Consent to Medical Attention Form - In exchange for my being allowed to participate in Indiana University Purdue University (IUPUI) PARCS Program's opportunities at the Boner Fitness & Learning Center, I (if I am not yet 18 years old, my parent or legal guardian) agree to be bound by each of the following:

- **Obligation to Inspect Facilities and Equipment** - I agree that prior to participating; I will inspect the facilities to be used. If I believe anything to be unsafe, I will immediately advise Boner Fitness & Learning Center staff and IUPUI PARCS staff of such unsafe condition(s) and may decline to participate.
- **Identification of Risks** - I understand that participation in any Boner Fitness & Learning Center program including IUPUI PARCS Program may involve risk of injury, disability and death and perhaps damage to property.
- **Assumption of Risk** - I am physically and psychologically ready to participate in any Boner Fitness & Learning Center program including IUPUI PARCS Program and assume all risks connected with my participation. I accept personal responsibility for any liability, injury, loss or damage in any way connected with my participation.
- **Status of IUPUI PARCS Program** - I understand and represent that the John Boner Neighborhood Centers and IUPUI PARCS Program (including their affiliated organizations, directors, officers, sponsors, employees, agents, successors, and assigns) are not my physician and any Boner Fitness & Learning Center program including the IUPUI PARCS Program does not constitute the provision of medical or health care services.
- **Consent to Medical Treatment** - I agree that the Boner Fitness & Learning Center program including IUPUI PARCS Program (including its affiliated organizations, directors, officers, sponsors, employees, agents, successors, and assigns) may, but has no duty to provide me, through medical personnel of their choice, customary medical or training assistance, transportation, and emergency medical services.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

Print Name: _____

Signature _____

Parent or Guardian: _____

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENT

I hereby authorize the John Boner Neighborhood Centers to initiate debit entries to my Debit Card or Charge Card account. This authority is to remain in effect until John Boner Neighborhood Centers receives written notification from me of its termination.

Signature _____

Print Name: _____