Department of Campus Recreation	Department	of Campus	Recreation
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MEMBERSHIP AGREEMENT



Acknowledgment of Understanding

I have read and understood the terms and conditions on the reverse side of the application, fully understand the terms, and know that they affect my legal rights. I am signing this Agreement knowingly and voluntarily and intend for it to be a complete and unconditional release of liability to the greatest extent allowed by law.

Signature			Date				
OFFICE USE (ONLY	• • • •	•••••••••••	••••	•••••		
Membership Type		Membership Length		Add On			
□ Faculty/Staff	Track Pass		Fall	□ Spouse/Don	nestic Parl	mer	
🗖 Alumni	Dept./Group		Spring	Legal Depen	dent(s)		
□ Community □ Pool-Only			Summer	Locker Rental			
□ Senior	□ Group Exercise Pass		Annual	□ Personal Tra	aining Pac	eket	
				□ _{Massage} The	10		
Payment Terms			•••••	•••••		nt Information	
Monthly Deductions \$			Renewal Date		🗆 Cash	(Checks/M.O.)	
	Total Amount Drafted Monthly	7			□ Cred	it Card	
	(If not paid in full)		□ Expiration Date		🗖 Payr	oll Deduction	
Paid in Full	\$				□ IDO		
Member Services Rep	resentative (print name)_			Date			
	_					CR # KEY TAG #	

ASSUMPTION OF RISK ACTIVITY WAIVER

Name:

1.5 WAIVER AND RELEASE

- 1. Participant. I, at this moment, desire to participate in the following Activity (defined below).
 - 1. 2. **Definitions**. For this document's purposes:
 - "Activity" means the next activity/trip <u>Rec. Ctr. All Recreation Programs and Intramural Sports are</u> sponsored by TSU (defined below) and scheduled to occur on or about <u>Fall, Spring, and Sum. I and Sum. II Semesters</u>.
 - 2. "*Risk*" means any danger or hazard, including, without limitation: any transportation accident, personal injury, loss or destruction of property, illness, or even death.
 - 3. "*TSU*" means Texas Southern University, its governing board, officers, administrators, directors, faculty, agents, employees, subcontractors, volunteers, and each student that TSU employs.
- 2. Risks. I recognize that along with any Risk that is inherent in, associated with, or arising from Activity, Risk includes any act by any third party unrelated to Activity and any endeavor not scheduled by TSU that is in addition to and not related to the Activity. Risks also include any activity I undertake without or beyond the scope of my physician's approval. I am responsible for inspecting each facility or equipment item before using it in Activity. If I recognize something unsafe, I will immediately advise a responsible TSU employee of the condition and will not participate in Activity. I realize further that an Activity may involve a serious injury risk, including permanent disability or death, and severe social and economic loss that might result not only from my actions, inactions, or negligence but also from the action, inaction, and negligence of others, or the condition of an activity's facility or equipment item. Other risks not known or reasonably foreseeable at this time may also exist.

- 3. Liability. In exchange for each benefit that I receive through participating in the Activity and on behalf of myself and my family, successors, and assigns I expressly, knowingly, and perpetually:
 - 1. Assume all responsibility and liability for each known, unknown, direct, or indirect Risk.
- a. Release, waive, discharge, and hold harmless TSU from and against all claims, demands, liabilities, controversies or causes of action, damages, costs, and expenses of any kind that accrue resulting from ordinary negligence on the party of TSU and relating to or arising out of the Activity, my participation in the Activity and any Risk; and
- b. agree to protect and indemnify TSU against and from all claims, demands, liabilities, controversies or causes of action, damages, costs, and expenses of any kind, including any defense costs or attorney's fees for property damage, personal injury, or death arising from the Activity.
- c. Agree to take over and defend (personally or through my representative) any claim or action of which TSU promptly notifies me in writing if brought against TSU in connection with my participation in the Activity.
- 1. Medical. I recognize that TSU does not provide emergency health services. However, I authorize TSU or any other responsible party to obtain any needed emergency medical treatment for me in connection with the Activity, with an understanding that I must bear the cost of that treatment. I also hold harmless and will indemnify TSU from any claim, cause of action, damage, or liability arising from or resulting from that medical treatment. I represent myself to have <u>either</u> had a physical examination and been given a physician's permission to participate or decided to participate in an Activity without my physician's approval. TSU has no duty to ascertain or verify the nature or scope of any recommendation that my physician has provided to me concerning any Activity.
- 2. Representations. In signing this document, I acknowledge and represent that:
 - 1. Other TSU recreation resources and activities for students and employees are available that do not require a waiver.
 - 2. I have carefully read this document, understood its contents, and signed the copy of my own free will.
 - 3. I am at least eighteen years of age and fully competent to sign this Agreement, and if not, my parent or legal guardian is signing further below on my behalf.
 - 4. No health-related reason or problem precludes or restricts my participation in the Activity.
 - 5. Unless I already have adequate health insurance necessary to provide for and pay for any medical costs that are required or rendered to me in connection with the Activity due to injury or illness, I waive my right to health insurance.

Signature:

Date: _____

(Participant or Parent/Legal Guardian of Minor)

Physical Activity Readiness Questionnaire (PAR-Q)

This is designed to help you help yourself. Many health benefits are associated with regular exercise and completing PAR-Q is a sensible first step to take if you plan to increase the amount of physical activity in your life. PAR-Q has been designed to identify the small number of adults for whom physical activity might be inappropriate or those who should have medical advice concerning the type of activity most suitable for them. Please read the following questions carefully and check the YES or NO space opposite the question if it applies to you. **YES NO**

[]	[]	Has your doctor ever said you have heart trouble?
[]	[]	Do you frequently have pains in your heart and chest?
[]	[]	Do you often feel faint or have spells of severe dizziness?
[]	[]	Has a doctor ever said your blood pressure was too high?
[]	[]	Has your doctor ever told you that you have a bone or joint problem such as arthritis that has been aggravated by exercise or might be made worse with exercise?
[]	[]	Is there a good physical reason not mentioned here why you should not follow as activity program even if you wanted to?
[]	[]	Are you over the age of 65 and not accustomed to vigorous exercise?

If you answered YES to one or more questions:

Your physician must complete our medical release form before using our facilities and programs. With your physician's approval, you may be able to do any activity you want if you begin slowly and build up gradually. Or you may need to restrict your activities to those safe for you. Please talk with your doctor about the actions you wish to participate in and follow their advice.

If you answered NO to all PAR-Q questions, you could reasonably be sure that you can :

Start becoming more physically active- begin slowly and build gradually. This is the safest and easiest way to go.

I have read, understood, and completed this questionnaire. Any questions that I had were answered to my complete satisfaction.

Signature

Print Name

Date

TERMS & CONDITIONS

Membership Terms

Account Renewal: Annual memberships are based on a one-year contract. Annual membership will not automatically renew once it expires. Must continue or before the expiration date to remain an active member. Membership prices are subject to change. _____ Initial

Refunding: Memberships are non-refundable unless canceled within three days of purchase. _____Initial

Cancellations: Cancellation forms must be submitted by the 15th of the month before the desired cancellation month (ex: submit the form by January 15 to avoid being charged for February). Non-payment, separation, or retirement from the university is not considered a form of the cancellation form.

Suspensions/Terminations: The CR has the right to suspend or terminate memberships for violation of policies or posted rules, failure to pay dues, or actions that violate federal, state, or local laws. Violation consequences may include suspension or termination of CR access privileges. ____ Initial

Facility Closings: During periods of severe inclement weather, public emergency, or other crisis, the president or a designated cabinet officer may announce, through the University close, that some or all the university's offices and facilities are closed for part or all of a day. Campus Recreation will follow the university policy for delays and cancellations. Campus Recreation may close domains of the facility for maintenance purposes. Information about these closings will be posted on our website and in the facility. Campus Recreation will not reimburse membership dues for facility closings due to the above reasons. ______ Initial

New Employee 30-Day Trial: Each new employee hired during the current academic year is eligible for a free 30-day trial membership with no purchase obligation. Employees can complete the trial membership application during their new hire orientation with the HR department or by visiting the recreation memberships department. Initial

Payment Authorized Statement and Overdue Balance Policy

I authorize the TSU Department of Campus Recreation to obtain fee payment for the membership, which I have selected by the indicated method. If any payment is refused, my membership will be suspended until payment is received. Non-payment, separation, or retirement from the university is not considered a form of cancellation. Balances must be paid in full before membership will be re-activated.

Signature ____

Date