

RANCHO SENIOR CENTER-SENIOR FITNESS CENTER
MEMBERSHIP AGREEMENT

The City of Irvine (“City”) operates the Rancho Senior Center (“Senior Center”), and contained within the Rancho Senior Center is a Fitness Center (“Fitness Center”). The Fitness Center offers the undersigned, hereafter referred to as “Member,” the use of its facilities subject to the terms and conditions set forth below.

Member Name: _____
(please print)

1. **Representation of Health Condition:** Member hereby represents that he/she has the necessary current medical approval to utilize the Fitness Center exercise facilities and equipment. The Fitness Center is relying on this representation.
2. **Rules of the Fitness Center:** Member understands that the Fitness Center must establish and maintain rules for using the Fitness Center to make it possible for all Members to exercise safely and comfortably. Member hereby represents that he/she has read the Rancho Fitness Center Regulations, a copy of which is provided, and Member agrees to abide by those Regulations and any additions or changes to the Regulations as may from time to time be posted in the Fitness Center.
3. **Fitness Center Orientation:** Member agrees to be oriented in and trained on the use of the equipment at the Fitness Center before he/she may use the equipment.
4. **Waiver of Liability:** Member understands that any exercise program involves risk. Member acknowledges and understands that he/she is using the facilities of the Fitness Center at his/her own risk.

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The Fitness Center, the Senior Center, the City, their officers, employees, agents, contractors, volunteers, and affiliates shall not be liable, and Member hereby expressly waives any claim of

liability – for personal/bodily injury or damages – or for any loss of or injury to person or property. This waiver includes, but is not limited to any loss, damage or destruction of the personal property of Member and is intended to be a complete release of any responsibility for personal injuries and/or property loss/damage sustained by the Member while on the Fitness Center premises, whether using exercise equipment or not.

Initial

Member agrees to indemnify and hold the Fitness Center, the Senior Center, the City, their officers, employees, volunteers, agents, contractors and affiliates harmless from any and all liability and damages incurred arising out of the conduct or activity of Member while Member is on the premises insofar as Member is claimed liable for damages to others.

5. **Enforcement:** If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he or she may be entitled.
6. **Severability:** If any part, portion, or provision of this Agreement shall be held invalid, void or inoperative, that part, portion or provision shall be deemed excluded from this contract and the remainder of the contract shall remain in full force and effect.
7. **Entire Agreement:** Member and Fitness Center acknowledge that this Agreement, including any rule either included with this document or posted, constitutes the entire understanding of the parties, and that the Fitness Center has made no implied warranties or representations other than those set forth herein to induce Member to enter this contract. No modification of this document is valid unless in writing and signed by both parties. Any discussion, agreements, and/or understandings not stated in this document are not part of the Agreement herein.

I have read and understood the terms and conditions for membership as stated in this Agreement and hereby agree to comply with all of the above. I am aware that this Agreement contains a release of liability. I understand that this is a contract between the Fitness Center and me, and I sign it of my own free will. My signature on this contract, as well as my use of the facilities of the Fitness Center, further acknowledges my acceptance of the statements in this contract.

NAME (Please Print): _____

ADDRESS: _____

SIGNATURE: _____

DATE: _____