



# SAFARI ISLAND MEMBERSHIP APPLICATION – SILVER & FIT

1600 Community Drive, Waconia, MN 55387 • (952) 442-0695

A Community Center Operated by the City of Waconia (the "City")

2020 Membership Application and Agreement

Please fill out ONE membership form PER HOUSEHOLD

FOR OFFICE USE ONLY

Date Rec'd: \_\_\_\_\_

Initials: \_\_\_\_\_



FULL GIVEN NAMES (FIRST & LAST)	Gender	Date of Birth	Fitness ID# (REQUIRED BEFORE SIGN UP)

Health Insurance Provider: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zipcode: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Relation: \_\_\_\_\_

With the purchase of my membership, I agree to the following terms and conditions:

**Term of Membership:** I agree that my membership starts the day the City receives this executed application and agreement (my "Commencement Date") and continues for a period of one calendar year (the "Initial Term"). By paying my fee on an annual basis (if applicable), I agree my membership will expire at the end of the initial term of one year unless I renew my membership.

I agree that the City may pursue any remedies available to the City, at law or in equity, to collect any amounts due, and I agree to pay the City all costs and expenses, including collection charges and attorney fees, incurred by the City in enforcing the terms of this application and agreement. No waiver by the City of performance by me shall be considered a continuing waiver or shall preclude the City from exercising its rights. No acceptance by the City of any partial payment tendered by me shall be deemed to be a waiver of the balance of the amount due, even if the payment instrument states that acceptance constitutes payment in full.

**ADJUSTMENT OF FEES AND HOURS OF OPERATION:** The City reserves the right, in its sole discretion, to increase or decrease membership fees at any time and to offer corporate discounts and other incentives. The City further reserves the right to initiate, change and/or eliminate Safari Island facilities, equipment, services and programs, and to change hours of operation. I acknowledge that portions of Safari Island facilities are shared with Independent School District 110.

**RULES AND REGULATIONS:** I agree that my membership and use of Safari Island facilities, equipment and services is subject to all Safari Island rules and regulations, as amended and supplemented from time to time, whether posted at Safari Island facilities or distributed to me. I agree that the use of any Safari Island facilities, equipment, or service may be curtailed or denied whenever a member of the Safari Island staff, in his or her discretion, believes the use might be detrimental to health or well being.

**PERSONAL PROPERTY:** I agree not to bring any valuable personal property to Safari Island facilities or to store such property in my car while parked at the Safari Island parking lot. I will not hold the City, its elected officials, its employees, or the Safari Island Manager liable for the loss or theft of, or damage to, any personal property of members, youth, dependent children or guests.

**RELEASE OF LIABILITY:** I agree to allow the individuals listed above to participate in all activities at Safari Island. I acknowledge that activities at Safari Island involve certain non-exclusive risks including death, serious neck and spinal injuries, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs. I agree on behalf of myself and the other individuals listed above (collectively, "us") to release the City, its elected officials, employees and the Safari Island Manager from any present and future claims, including claims for personal injury, death or property damage, arising out of, or in anyway connected with, use of the Safari Island facilities, equipment or services by us. I further agree to indemnify and hold the City, its elected officials, employees, and the Safari Island Manager harmless from and against any and all liability, injury, loss, expense, and cost (including reasonable attorneys' fees) arising out of, or in anyway connected with, use of the Safari Island facilities, equipment or services by us or my breach of this agreement. I further covenant and agree not to sue, attach, or prosecute the City, its elected officials, or the Safari Island Manager. I understand that, by signing this agreement, I am giving up legal rights that may be available to me. Nothing in this agreement shall affect or diminish any immunity or tort liability limitation applicable to the City, its elected officials, employees or the Safari Island Manager. The releases, indemnifications and other provisions of this paragraph shall survive the termination of my membership and this agreement.

**PERMISSION TO USE NAMES/IMAGES:** As partial consideration for my membership, I give the City permission to use my name and photographic likeness (as well as the names and photographic likenesses of all members listed above under age 18) in all forms and media for advertising, trade, and any other lawful purposes.

**MISCELLANEOUS:** I agree that my membership 1) does not confer or include any interest or ownership in the facilities or assets of Safari Island or the City; 2) grants no right to govern or control the affairs or activities of Safari Island or the City; and 3) grants no right to use other park and/or recreation facilities of the City. I further agree 1) I may not sell, assign or otherwise transfer my membership; 2) this agreement shall be construed and enforced in accordance with the laws of Minnesota; and 3) if any term or provision of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall still be valid and enforced to the full extent permitted by law. I understand and agree that my membership cannot be transferred to another facility.

I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT, AND I AGREE TO BE BOUND BY IT:

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date



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This membership is for ages 18-64 years ONLY

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Date