

By initialing this agreement, I acknowledge and agree to the following terms:

- _____ **Memberships and passes (Multi-Pass, Fitness Multi-Pass, 1-Month, Flexible, Annual memberships, Contract Memberships) are non-refundable and non-transferable and may only be used by the authorized member.**
- _____ Multi-Pass, Fitness Multi-Pass, 1-Month, Flexible, and Annual memberships are a **contractual commitment**, whether paying in full or in monthly installments. **By accepting our monthly installment plan, you are obligated to complete payments on the entire contract.** It is the policy of the Parks and Recreation Department to consider cancellations, transfers, suspensions and refunds *only* under **uncontrollable extenuating circumstances**. Any such request must be submitted in writing to the Recreation Manager and must include supporting documentation. Cancellations and refunds may be subject to a cancellation fee of not less than half of the remainder of the contracted fee.
- _____ Payments for Flexible and Annual memberships paid with **automatic monthly billing will continue** after the initial contract period has ended **unless the member requests a cancellation by the 25th of the month prior to the upcoming billing on the 5th of the month.** Paid in full memberships must renew and sign a new agreement to re-start their membership.
- _____ Memberships set up with group discounts or household memberships that have more than two members over the age of 18, will be asked to verify employment and/or residency at initial sign-up, and then again on an annual basis.
- _____ Flexible memberships will incur a \$25 startup fee, this fee is not discountable. If a membership is cancelled and then re-started, the \$25 startup fee will be charged. Minimum commitment for a Flexible membership is 2 months.
- _____ Multi-Pass, Fitness Multi-Pass, 1-Month, Flexible, and Annual membership fees are based on access to the facility when the facility is open. Memberships will not be pro-rated for closures due to holidays, maintenance, weather, class cancellations, etc.
- _____ Rates may increase at the time of renewal. If there is a rate change during your initial contract period, the new rates will not take effect until your initial contract is fulfilled.
- _____ All members must check in at the front desk or at the outdoor pool by using their membership cards each time they use the Community Recreation Center or Outdoor Pool. Children under 3 are free and are not required to have a membership card.
- _____ Membership cards remain the property of the City of Laramie and must be returned if requested.
- _____ Children, under 12 must have a person 18 years of age or older with them within the facility at all times.
- _____ Youth, 12 years of age and older may be within the facility unaccompanied by an adult.
- _____ When using swimming pools, children 8-12 years old must have an adult with them in the pool area at all times. Children under 8 years of age must be directly supervised in the water at all times and children 5 years and under must be within arm's reach of an adult who is in the water with them at all times.
- _____ Members and visitors of all ages must abide by all regulations, policies, and procedures of the City of Laramie, Parks and Recreation Dept., Community Recreation Center, and Ice & Event Center or privileges may be revoked or suspended. Appeal procedures are available, and will be provided to members and visitors upon request.
- _____ The City of Laramie is not responsible for lost or stolen articles. Locks are available at the Recreation Center Front Desk.
- _____ **I understand that this agreement is an instrument for payment of the membership purchased and I am obligated to fulfill this agreement completely.** In the event that I fail to make the payments as outlined in this document, I am responsible for all costs and expenses, including attorney fees and collection fees, incurred by the City of Laramie in collecting the balance due. A \$25 fee will be charged for any check returned or ACH, credit or debit payment declined due to non-sufficient funds or refusal of payment.
- _____ All members are encouraged to obtain their physician's advice and permission before entering into any physical activities or programs. Participation in any activity or program is at the member's own risk. In case of an emergency, the Recreation Center will contact 911 for emergency assistance.

Locker Rental Agreement:

- The rental period will be active during your membership. This locker rental agreement will expire at the same time as your membership, unless an earlier expiration is requested. Charges for locker rental will be added to monthly membership billing. Members who have paid in full may choose to make a lump sum payment for locker rental, or may set up monthly billing.
- A lock will be issued with rental. Failure to return the lock will result in a \$20 replacement charge. Personal locks **may not** be used. Assigned locks may **only** be used on assigned lockers.
- Items left in lockers with an expired rental agreement/membership will be removed on the first day after the expiration. Removed items will be kept for two weeks. Unclaimed items will be donated to charity at the end of the two-week period.
- Recreation Center staff reserve the right to check lockers for health/safety/security issues.
- All lockers are the property of the LCRC. A fee will be assessed for locker/lock damage caused by negligence or abuse.
- All lockers must be vacated during annual maintenance week. Rental rates will not be pro-rated.

I understand and acknowledge that use of the facilities, equipment and services provided by the City of Laramie involves certain inherent risks. Inherent risks as defined under Wyo. Stat. § 1-1-122, the Recreation Safety Act, means those dangers or conditions which are characteristic of, intrinsic to, or an integral part of any sport or recreational opportunity. Pursuant to Wyo. Stat. § 1-1-123, any person who takes part in any sport or recreational opportunity assumes the inherent risks in that sport or recreational opportunity, whether those risks are known or unknown, and is legally responsible for any and all damage, injury, or death to himself or other persons or property that results from the inherent risks in that sport or recreational opportunity. By signing this waiver, I am asserting that my participation in any sport or recreational activity is voluntary and that I am assuming the inherent risks associated with such activity.

I hereby release, waive, discharge, and covenant not to sue, the City of Laramie, Wyoming, a municipal corporation, nor any of its agents, volunteers, assistants, or employees from any and all claims arising in direct relation to my assumption of risk. This is not to include actions based upon negligence of the provider wherein the damage, injury or death is not the result of an inherent risk of the sport or recreational opportunity pursuant to Wyo. Stat. § 1-1-109 and § 1-39-106. **I have read and fully understand this waiver of liability and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by the law.**

Signature (or parent/guardian for those under age 18) _____ **Date** _____