



Fitness and Recreation Center Membership Pricing

Hours of Operation:

Mon – Thurs	5 AM – 9 PM
Friday	5 AM – 8 PM
Saturday	7 AM – 5 PM
Sunday	1 PM – 6 PM

Bank Draft Amounts

All bank drafts require a **1-YEAR COMMITMENT**. They are deducted monthly from your account on the 1st or 15th of the month. **\$100.00 EARLY TERMINATION FEE applies if contract is ended before 1 year.** *Must be Debit/Credit Card or Check*

Monthly Bank Draft

Membership Type	Monthly Fee
Two Adult Household	\$52.00
One Adult Household/Couple	\$45.00
Young Adult (19-24) /Adult/Senior (62+)	\$25.00
Teen (13-18 y/o)	\$20.00

One, Three, Six, & Twelve Months Membership

Membership Type	One Month	Three Months	Six Months	Twelve Months
Two Adult Household	\$79.00	\$172.00	\$328.00	\$562.00
One Adult Household/Couple	\$66.00	\$149.00	\$284.00	\$486.00
Young Adult (19-24) / Senior (62+)	\$39.00	\$116.00	\$220.00	\$270.00
Adult (25-61)	\$47.00	\$139.00	\$265.00	\$270.00
Teen (13-18)	\$33.00	\$83.00	\$158.00	\$216.00

Add-on Fees - The additional add-on fees can be applied in special circumstances as approved by the Parks and Recreation Director/Membership Coordinator. Additional Adult \$20.00 per month. Additional Youth \$10.00 per month.

No refunds for early termination of any memberships.

Household Membership - Two adults and children (21 & under) all living in the same household. Proof of residency is required. Proof of legal guardianship is required if not their child. Full-time college students 25 & Under with college ID are included.

Couple Membership - Two people in the same household.

Active Duty Military – Complimentary membership for your service. Active Military Families get a discount.

Corporate Membership – Membership discounts for approved corporations and others. (Bluefield State University, Bluefield University, All Law Enforcement, All State Employees, All Healthcare Professionals, 911 Dispatch, City of Bluefield, Town of Bluefield, Veterans, Educational Professionals)

Payments Accepted: Credit Card - Debit Card - Check - Cash



Staff Name: _____
 Date: ____/____/____

I. MEMBERSHIP APPLICATION

I/We desire to become members of City of Bluefield Fitness and Recreation Center, and hereby provide the following information:

Membership Type: 1 Month 3 Month 6 Month 12 Month Monthly Draft

Senior (62+) Adult (25-61) Young Adult (19-24) Teen (12-18) Couple Household __Adult(s)

COB TOB Corporate Swim Team Military Active Duty BSU/BU Other _____

1. Primary Adult Member		Scan Code:	
Name:			
Address:			
City:	State:	Zip Code:	Date of Birth:
Phone:	Alt. Phone:		Cell Carrier:
Employer:		E-mail Address:	

2. Family Members – Spouse and children ages 18 and under all living in the same household. **(BY ADDING MEMBERS TO YOUR ACCOUNT YOU ARE INDICATING THAT YOU ARE THE PARENT/ LEGAL GUARDIAN OF ALL MINORS LISTED)**

Name	Date of Birth	Relationship to Primary Member (e.g., spouse, child)	Scan Code
		<input type="checkbox"/> Male <input type="checkbox"/> Female	
		<input type="checkbox"/> Male <input type="checkbox"/> Female	
		<input type="checkbox"/> Male <input type="checkbox"/> Female	
		<input type="checkbox"/> Male <input type="checkbox"/> Female	
		<input type="checkbox"/> Male <input type="checkbox"/> Female	

3. Emergency Contact Information

Name	Phone Number	Relationship

4. Signature

By my signature hereto, I hereby certify that the foregoing information is correct. I agree, on behalf of myself and any children listed hereinabove, to the terms of the Membership Agreement and Code of Conduct set forth on the reverse side.

Signature

____/____/____
Date

THE OTHER SIDE OF THIS FORM MUST BE COMPLETED IN ITS ENTIRETY

AGREEMENT AND WAIVER OF LIABILITY

In consideration of being permitted to utilize the facilities, services and programs of the City of Bluefield Fitness and Recreation Center (“the Facility”), I, on behalf of myself, any child member identified on the reverse, and all of our heirs, personal representatives, and assigns, do hereby agree to the following **(INITIAL BLANKS)**:

1. [] I understand that the equipment I will be using, and the activities I will be engaged in as a member of the Facility, are inherently dangerous. present a risk of serious injury up to and including death. I hereby accept full responsibility for, and risk of, any injury to myself or damage to my property that may occur as a result thereof.
2. [] I hereby release, waive, and covenant not to sue the City of Bluefield, its employees, independent contractors, agents, officers or directors, and their heirs, successors, and assigns, (collectively referred to as “the Releases”) from any and all claims, damages, losses, and causes of action arising from or in any way related to my presence in or on the Facility, the use of the equipment at the Facility, or any programs offered by or through the Facility.
3. [] I hereby indemnify and hold harmless the Releases from any and all loss, liability, claim, or cause of action that they may incur due to my presence in or on the Facility, or my use of, or participation in, any Facility equipment or programs.
4. [] In the event that I sustain an injury or suffer serious illness while I am at the Facility, I authorize the City of Bluefield, its employees, agents, independent contractors, officers, and/or Directors, to contact any person listed on the reverse as an “emergency contact”, to provide such emergency medical assistance as they may deem reasonably necessary under the circumstances, and to call for emergency medical assistance and/or transportation. I understand that I will be responsible for all costs incurred for such medical treatment and transportation.
5. [] I further understand that if I or any person claiming to receive a membership pursuant to this application fails to abide by the Code of Conduct for the Facility set forth below, and as the same may be changed from time to time, I and any such person is subject to removal from the Facility and possible termination of membership benefits, without a refund of any membership fees.
6. [] I further understand that I have been given the Facility Guidelines and understand that anyone on my account can be suspended or expelled from the facility.

FITNESS AND RECREATION CENTER CODE OF CONDUCT

The City of Bluefield Fitness and Recreation Center expects persons who use the Facility to act maturely, behave responsibly, and to respect the rights and dignity of others. The actions listed below, which are not intended to be an all-inclusive list of behaviors, are considered inappropriate and are prohibited in our facilities and programs:

- **Using or possessing alcohol or illegal drugs on or in Facility property or in Facility-sponsored programs.**
- **Being under the influence of alcohol or illegal drugs on or in Facility property or in Facility-sponsored programs.**
- **Smoking or using tobacco products, vaping, or e-cigarettes on Facility property or in Facility-sponsored programs.**
- **Harassment or intimidation or physical contact with another person in an angry, insulting or provoking manner.**
- **Possession of weapons in or on Facility property.**
- **Verbally abusive behavior such as profanity, name-calling, or shouting.**
- **Bullying.**
- **Sexually explicit conversation or behavior, sexual contact with any other person, or inappropriate, immodest or sexually revealing attire.**
- **Theft or destruction of property.**

The City of Bluefield Fitness and Recreation Center reserves the right to deny access or membership to any person convicted or currently charged with a crime involving sexual assault or abuse, is or has been a registered sex offender, or is charged with or convicted of any offense related to the sale, possession or transportation of illegal drugs. Anyone who feels that this Code of Conduct is being violated should immediately report the behavior to a staff person on duty. Ejection from the Facility and/or suspension or termination of membership may result from a violation of this Code of Conduct.

Signature

_____/_____/_____
Date



Credit/Debit Card Payment for Automatic Monthly Payments

Card Billing Address: _____

Same as application NOTES: _____

Select Monthly Draft Date: 1st of each month 15th of each month

Authorization

I hereby authorize a monthly electronic funds transfer or debit/credit card charge on or after the date specified above. The CITY OF BLUEFIELD may charge collection fees for any declined transactions and will make multiple attempts to collect funds for returned debit/credit card charges. I further understand and agree to the following:

- **Monthly transfers/charges will continue until I give written notice to change or terminate them.** The frequency and the occurrence of visits/usage have no bearing on monthly membership fees.
- I will provide a minimum of **30 days' written notice**, prior to my next scheduled draft, to cancel this authorization.
- **If I fail to provide adequate notice, I will draft one additional time before the cancellation takes effect and that payment is non-refundable.**
- **I am responsible for notifying the CITY OF BLUEFIELD of changes in my account number or expiration date.** However, the CITY OF BLUEFIELD may attempt to roll forward credit card expiration dates, where possible.
- I understand that **membership rates are subject to change** and as a result, the amount transferred/charged may change. The CITY OF BLUEFIELD will notify me in advance of increases in my fees by mail or email. I am responsible for notifying the CITY OF BLUEFIELD if my address or email changes.
- **It is my responsibility to bring any billing discrepancies to the CITY OF BLUEFIELD's attention within 60 days after they are processed** by my financial institution. **After 60 days, I waive my right to dispute such discrepancies.**
- I understand that the City of Bluefield reserves the right to increase membership fees as necessary and will notify me in writing at least 30 days prior to the increase at the address I have given. I understand that there is a **\$100 termination fee for contracts ended before 1-year commitment.**

Signature

_____/_____/_____
Date

I DO NOT WISH TO PARTICIPATE



Bluefield, West Virginia
Nature's Air-Conditioned City

PHOTO RELEASE FORM

I, _____, the releasing party, as of the date indicated below (the "Effective Date") hereby grant to the City of Bluefield and its affiliated organizations ("City"), subject to the terms hereof, the non-transferable, non-sublicensable, non-exclusive right and license to photograph or otherwise record me, and to edit, use, and reproduce my image, performance, voice, and/or physical likeness, as well as my personal information, including but not limited to my name and biographical information (individually and collectively, my "Likeness"), in whole or in part, and on a perpetual and worldwide basis, but only in connection with City's production, distribution and other exploitation of any marketing, informational, or advertising efforts (the "Production").

I acknowledge and agree that City will not pay me any sum of money for the use of Likeness as indicated herein.

I agree that all rights in the video(s), recording(s) and/or picture(s) taken of me by or on behalf of City specifically in connection with the Production (the "Materials"), including all copyrights therein, shall be the exclusive property of City upon creation. To the extent that any and all such pre-existing, or independently created, materials or information are incorporated in the Materials, I hereby grant to City the right to exploit any and all such materials or information, pursuant to the terms hereof, but only as incorporated in the Materials (without modification) and not separately and apart therefrom.

I acknowledge and agree that with respect to the Materials, City shall have the right to create unlimited versions of varying lengths and in various languages as well as the right to create an unrestricted number of edits, cutdowns, versions, variations, lifts, revisions and derivatives thereof.

Nothing herein will constitute any obligation on City to make any use of any of the rights set forth herein.

Subject to the terms hereof, I hereby waive any and all claims, demands, losses, and liabilities of any kind or nature that I may have against City, along with each of City's executives, directors, officers, employees, affiliates, agents, and assigns, with respect to City's authorized exploitation of its rights hereunder, including without limitation, claims in the nature of copyright infringement, defamation, disparagement, slander, false light, violation of the right of privacy or publicity, or the like.

I agree not to enjoin City's exploitation of my Likeness, the Materials, and/or the Production in general and hereby release any causes of action for the reasonable and lawfully permitted use of the same.

This release sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral and/or written representations, discussions, negotiations, understandings, and/or agreements relating to the subject matter. This release may not be modified except by an instrument in writing signed by both parties. If any provision of this release is determined to be invalid by a court of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any other provision herein.

I certify that I have read this consent and release, fully understand its contents and intend to be legally bound to it. I am under eighteen (18) years of age and as such, my parent/legal guardian has executed the attached "Parental Consent." Therefore, I legally have the right to grant the rights herein granted.

This release shall be governed by the laws of the State of West Virginia. I further agree that any action related to this agreement shall be brought in the jurisdiction of Mercer County, West Virginia.

By executing where indicated (below), each party agrees to the terms and conditions set forth above as of the Effective Date.

FULL LEGAL NAME OF RELEASING PARTY

Print name: _____
Address: _____

FULL LEGAL NAME OF CITY

Print name: City of Bluefield, WV/
Parks & Recreation Department
700 College Avenue
Bluefield, WV 24701

PARENTAL CONSENT

I, as parent/legal guardian of _____, agree to all of the terms and conditions of the above release, and I personally join in and will be responsible for the warranties, representations, covenants, obligations and responsibilities set forth by the minor above. I sign this document to signify my agreement to all of the above terms and agree to fully hold harmless City with respect to any claims which may be made (including any claims by the minor) as a result of the exercise by any of City of their rights hereunder.

Signature: _____
Print Name: _____
Date: _____

I DO NOT WISH TO PARTICIPATE