

BOVINA XIT RECREATIONAL CENTER
WORKOUT ROOM AGREEMENT

Information of the Person Applying:

Name: _____

Social Security Number: _____

Mailing and Physical Address: _____

Phone Number: _____



**Fees: Semi Annual Prepayment required unless on automatic Draft
With 1 Year Prepayment 2 Months Free**

Adult (18 or older) Fee	\$30.00 a month
Each additional Household Family Member with 1 membership	\$15.00 a month
Card purchase	\$10.00
Replacement Cards	\$10.00
Daily Use Fee	\$ 3.00

Additional Terms and Conditions

1. Workout room use is restricted to patrons 18 years of age or older.
2. All participants must scan their Membership card before entering the workout room.
3. No smoking allowed in the workout room.
4. No food, drinks, or gum is allowed in the workout room. Water in spill proof bottles is allowed.
5. Must wear proper exercise attire at all times (a minimum of shorts, shirt, and athletic shoes).
6. No sandals or open toed shoes are allowed.
7. Must wipe off the equipment after you are finished.
8. Must use the exercise equipment for its proper intended use.
9. Do not slam weights down in between repetitions. Re-rack hand-weights after you have finished using them.
10. Limit time on exercise equipment to 30 minutes when someone is waiting.
11. Can only use music equipment with headphones
12. No private instruction or training is allowed in the workout room.
13. Do not remove any exercise equipment from workout room.
14. Do not bring any exercise equipment or free weights in the workout room.
15. Patrons will not use any equipment that appears broken, malfunctioning, or defective or remove any signage indicating equipment is out of service or not to be used. Patrons will immediately discontinue use of any broken, malfunctioning, or defective equipment and report problem to center staff.
16. The Bovina XIT Recreational Center suggests that you check with physician and get his or her

approval prior to using any equipment in the work out room

The membership card also allows the Patron access to the entire building. However, if the Patron allows anyone to use their membership card or allows them to follow them in, the Patron will be subject to prosecution of theft of service and will have their membership revoked.

Inappropriate Behavior and Conduct:

- 1st incident result in 30 day suspension from the facility plus payment of repair or replacement costs for any damaged items
 - 2nd incident result in 60 day suspension from the facility, meeting with the Center Review Committee, plus payment of repair or replacement costs for any damaged items
 - 3rd incident result in life time suspension from the facility plus payment of repair or replacement costs for any damaged items
- The use of illegal substances or alcohol in the facility will result in a lifetime suspension from the facility.

I hereby certify that I am over the age of eighteen (18). I fully understand and agree that my use of the workout room is solely at my own risk. I also fully understand that the Bovina XIT Recreational Center is not responsible for any items left in the workout room.

I understand that the workout room may occasionally be closed at which time the exercise equipment will not be available for any use. Management will attempt to post any closures in advance. I also understand that Management may restrict the hours of general operation of the workout room.

I hereby have read the above before signing, agree to abide by the above, and understand that if I do not abide by the above my right to use the workout room can be revoked

The Bovina XIT Recreational Center has the right to refuse service to anyone.

Indemnification Agreement:

In return for use of facilities, the Patron agrees to indemnify, hold harmless and defend the City of Bovina, its officers, agents, and employees, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to person (including death), property damage (including loss of use), and expenses (including court cost, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from any liability, arising out of or resulting from intentional acts or negligence of the City, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of the Patron, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees and other persons. It is the express intention of the parties hereto, both the City and the Patron, that the indemnity provided for in this agreement indemnifies and protects the City from the consequences of the City's own negligence.

Total Amount Owed:

Card Fee: _____
Membership fee: _____

Total Amount Paid: _____

Application approved:

Yes No

I understand the above rules, regulations, and indemnification agreement and agree to abide them.

Applicant Signature _____ Date _____

City Authorized Employee _____ Date _____
