



PARTICIPANT INDEMNIFICATION, RELEASE AND HOLD HARMLESS AGREEMENT

Please read this form carefully and be aware that by registering for and/or participating in a fitness workout, or by registering your minor child for participation in the program(s), (Collectively herein referred to the "programs") you will be waiving your rights and/or the rights of your minor child to all claims for injuries you or your minor child might sustain arising out of this program(s) and you will be required to indemnify, hold harmless and defend the Pearland Parks and Recreation Department (PARC) for any claims arising out of participation in said program(s).

Risk of Injury: "As a participant in the program, or as a parent or legal guardian of a participant under 18 years of age, I recognize and acknowledge that there are certain risks of physical injury and I agree to assume the full risk of injuries, including death, damages, or loss which I may sustain as a result of participating in any and all activities associated with this program."

Waiver of Injury Claims: "I agree to waive and relinquish any and all claims I may have arising out of, connected with, or in any way associated with the activities of the program."

Release from Liability: "I do hereby fully release and discharge the Recreation Center and Natatorium and the City of Pearland and its officers, agents, and employees from any and all claims from injuries, including death, damage or loss which may occur on account of participation in the program."

Indemnify and Defense: "I further agree to indemnify, hold harmless and defend the Recreation Center and Natatorium and the City of Pearland and its officers, agents, and employees from any and all claims from injuries, including death, damages and losses sustained by me or my minor child and arising out of, connected with, or in any way associated with the facilities, equipment or activities of the program."

In the event of emergency, I authorize the City of Pearland to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed reasonable and necessary for my minor child's immediate care and agree that I will be responsible for payment of any and all medical services rendered.

RECREATION CENTER AND NATATORIUM MEMBERSHIP POLICIES, RULES AND REGULATIONS

The following Membership Policies and Recreation Center and Natatorium Rules and Regulations ("Rules and Regulations") are a part of the Membership Agreement. You, the member, agree to abide by the Rules and Regulations and other rules as posted throughout the facility. PARC may change the Rules and Regulations at any time without notice, and such changes shall become effective upon posting at the Recreation Center and Natatorium. The Rules and Regulations shall apply to Members as well as their family members, guest and invitees (collectively, "guest") while in, on or about the facility premises.

Credit Card(CC) Request: Buyer (individually and as agent or guardian of a Member) hereby authorizes PARC to make periodic charges to or withdrawals from (a) the account used to pay the initial payment(s) described above, or (b) a replacement account hereafter used for payment of any sums due PARC under this Agreement, including but not limited to Buyer's balance due if not paid by the due date, or for any other use by Buyer of PARC facilities or services as follows: Monthly membership dues are debited on the same day that Buyer purchases membership each month thereafter until written cancellation is received by the Parks & Recreation department. Payment will be due immediately in order for your membership to be valid. If payment is declined, membership will expire immediately. Balance must be paid prior to participating in any future passes and/or programs. Buyer understands that Buyer is entitled to notice of all varying charges and withdrawals, but Buyer waives the right to receive prior notice for charges or withdrawals or cancellations with respect to any uncollected monthly dues payments or portions of the balance due described above and the corresponding service charges, both of which Buyer agrees are not varying charges or withdrawals. Buyer understands that Buyer is in full control of Buyer's payment and that this CC Request will remain in effect until PARC receives written notice of termination of this Agreement and has reasonable opportunity to act on that notice. If Buyer decides to change Buyer's billing information or cancel monthly membership, 10-days' notice is required. Buyer may timely notify the financial institution in control of Buyer's account to terminate the CC Request, but such notification will not otherwise effect this Agreement and Buyer's obligation hereunder.

By signing this Agreement, Buyer acknowledges that Buyer is of legal age, has read and understands the entire Agreement, identifying the membership type and services purchased, including but not limited to the CC Request (if applicable), the Release and Waiver of Liability and Indemnity, and the Recreation Center and Natatorium Rules and Regulations provided herewith. This Agreement constitutes the entire agreement between PARD and Buyer, and Buyer warrants that Buyer is not relying upon any representation other than those expressly set forth in this Agreement to induce Buyer to enter into this Agreement. PARD recommends that Buyer consult with Buyer's physician prior to beginning any exercise or weight loss program. Any conflict between the original Agreement and any copy of the original Agreement shall be controlled by the original Agreement.

1. Parent/Guardian (18 years or older) must accompany all youth 9 years of age and younger, at all times throughout the facility.
2. Upon entering the facility, all Members, 10 years of age and older, are required to scan their access key at RCN Kiosk or Natatorium Kiosk.
3. Members under the age of 16 are required to wear Youth Age Identification Cards in the Weight Room, which must be visible to staff at all times. PARD requires Youth Medical Release Form on file and to successfully complete a fitness orientation to utilize weight room.
4. PARD may restrict the number Trial Pass or Daily Pass users during any one business day within its sole discretion.
5. Members and Pass users will comply with the PARD dress code for proper attire on facility premises. In addition, for safety reasons, PARD may post recommended, but not required, attire. For example, PARD recommends shower shoes or sandals in all wet tile areas and eye guards during racquetball activities.
6. No Member or Pass user may coach or train other Members or Pass users (as determined solely by PARD). Members may not engage in any type of business or commercial activity while at PARD facilities.
7. Members should not bring valuables, including money, onto the facility premises, lockers or parking areas. Each Member understands and agrees that PARD will not be liable for the loss, theft of, damage to, the personal property of Members or Pass users.
8. Members and Pass users may not bring illegal drugs or alcoholic beverages onto facility premises.
9. The Administrative Office lobby telephone may only be used by Members or Pass users in the event of an emergency.
10. Members and Pass Users will abide by any additional PARD rules and regulations posted at the facility.

ADDITIONAL TERMS AND PROVISIONS

Transferability: Membership Pass holders may transfer an annual pass to another individual or family. One transfer per Agreement. If a resident annual pass holder is transferring the pass to an individual or family that is a non-resident of the City of Pearland, they will be required to pay the difference between the resident annual pass fee and the non-resident annual pass fee. If a non-resident annual pass holder is transferring their annual pass to a resident of the City of Pearland, there is no refund for the price difference. Punch Passes are not eligible for transfers.

Except as otherwise provided in this Agreement, the initial payments are not refundable. The initial payments are a prepaid sum for services; it merely entitles Buyer to buy services by paying monthly dues and other applicable charges. Buyer's monthly membership dues will not increase the term of this Agreement. Monthly membership term is understood for maximum of one month and membership dues are debited on the same day that Buyer purchases membership. Fees are subject to change giving buyer 30 days' notice. Buyer agrees to pay one month's dues in advance for the Monthly membership agreement or for minimum 1/3 of the fees for the Annual Agreement. Termination of Membership will be effective only if the procedures described herein are followed. In case of a multi-member Membership, termination by one Member may cause the rates applicable to the remaining Members to increase to the prevailing individual rates. Failure by any Member to use the Membership will not relieve Buyer of Buyer's payment obligation regardless of the circumstances, except as provided for below. If any payment of dues or other charges is not made on time, PARD may, at its

discretion, suspend or terminate Buyer's Membership. No refunds shall be given for Membership dues paid, except as specifically provided in this Agreement. In no event shall this Agreement be construed to require payments or provide financing or extend for a period such that it could be considered a retail installment contract or charge interest be greater than that permitted under the laws of the State of Texas.

PARD makes no warranties or representations expressed or implied, other than those set forth herein, and Buyer's sole and exclusive remedy in the event of any breach of this Agreement shall be cancellation of this Agreement. **In no event shall PARD be liable for any special, incidental or consequential damages.** In addition to the other dues, fees and charges provided for in this Agreement, Buyer agrees to pay \$25 service fee for any item or direct charge memo not paid by Buyer's financial institution or account when presented for payment to PARD.

PARD may close parts, or all, of the facility up to, but no more than, 20 percent of year for rentals, events, and/or programs. The facility will close annually for routine maintenance and cleaning; the Recreation Center will close the second week of December. Additionally, the Natatorium will close for one week each August.

Replacement fees: \$10 will be charged for a replacement Access Key. Equipment fees: \$20 Rackets; \$30 Basketball; \$20 Volleyball; \$20 Racquetball Goggles; \$10 Ping Pong Paddle; \$50 Wii Controller/Game(s).

In case of Member's death or permanent disability after the date this agreement takes effect, Member or Member's estate may cancel this contract and receive a partial refund of Member's unused membership fees by following the above-mentioned cancellation agreement. PARD may require proof of disability or death.

PARD, in its sole and absolute discretion, reserves the right to close any portion of the facility and/or change existing rules, regulations, conditions, guidelines, rooms, classes, programs and hours of operation. Classes, rooms, parking and equipment are available subject to demand and may be crowded at peak hours or may be discontinued or times changed if demand fluctuates.

In the event Member, or any of Member's family or an invitee of Member, violates any of the terms or provisions of this Agreement or the PARD Membership Policies, Rules and Regulations, PARD may suspend their right to use the facilities and the services until such time as Member, or Member's family or invitee of Member, have abided by and fully complied with the terms and provisions of this Agreement and the PARD Membership Policies, Rules and Regulations. Member shall not be entitled to any refund, credit or abatement of Membership dues for the period during which the Membership was suspended. If Member, or Member's family or an invitee of Member, thereafter violates any of the terms and provisions of this Agreement or the PARD Membership Policies, Rules and Regulations, PARD may terminate Member's Membership and the right to use the PARD facilities without reimbursement. PARD further reserves the right to terminate the Membership for any reason whatsoever without a refund of the pre-paid dues, if any.

MEMBERSHIP TYPES AND TERMS

Membership types and services are subject to change without notice. No fee reductions will be made if services that are provided at no additional charge are discontinued. Classes are subject to change without notice or fee adjustment.

Types:

Recreation Center and Natatorium Membership Agreement - Includes access to Recreation Center and Natatorium (i.e., drop in child care, basic health and fitness classes, water aerobics, racquetball courts, gym, rec room, activity room, etc.). Additional fees for Specialty Health and Fitness Classes or Lessons (i.e., Power Pilates, swim lessons, personal training) are not included in the Membership.

Natatorium Only Membership Agreement – Access to Natatorium only (i.e., open swim, lap swim, water aerobics). Additional fees for Specialty Health and Fitness Classes or Lessons (i.e., swim lessons) are not included in the Membership.

Terms:

Annual Membership - (1) Membership paid in one lump sum at initiation. (2) Membership paid in thirds; 1/3 due at initiation, 1/3 due on the last day of the following month, 1/3 due the last day of the third month. Scheduled payments will be automatically debited from a debit/credit card. Rate is locked in for one full year;

no refunds on this plan. Parent/guardian must sign agreement and purchase plans for individuals 12 – 17 years of age. No refunds on this pass. Failure by any member to use the membership will not extend the life of the pass.

Monthly Membership – Monthly dues are debited on the same day each month that Buyer first signed up. If membership is purchased for individuals 12 – 17 years of age, a parent/guardian must be present at signing of this Agreement. Failure by any member to use the membership will not extend the life of the pass.

Punch Pass – Must be 18 years of age or older, and includes 20 passes for basic group exercise classes only; excludes use of the weight/cardio room, track, gymnasium, The Zone, Racquetball Courts, and Natatorium for lap swimming/diving board use. Kidz Korner use is permitted only during time of basic group exercise classes at Recreation Center & Natatorium. Any use of the facility outside group exercise classes will be terms for termination of Agreement, and no refunds or credits will be issued.

30 for 30 Trial Pass – 30 consecutive days for \$30 per person to try out the facility, pass applies to all ages. No discount for additional persons. Pass can be purchased once per year; 12 months. Pass confers the same benefits of a Recreation Center and Natatorium Membership Agreement, but expires after 30 days. No refunds on this pass. Failure by any member to use the membership will not extend the life of the pass. Parent/guardian must sign agreement and purchase plans for individuals 12 – 17 years of age.

I have read and fully understand and agree to the above Participant Liability Waiver, Hold Harmless Agreement, Recreation Center and Natatorium Membership Policies, Rules and Regulations.