



Montrose Recreation District (MRD) Membership Agreement

Please PRINT or Type information clearly in blue or black ink.

➔ Main Contact Information

Member Name:		Cell/Home Phone:	<input type="checkbox"/> MRD Resident
Home Address:		Email:	
City/State:	Zip:	Emergency Name:	E Phone #:

➔ Pass Information

Type of Pass (enter quantity of each to be purchased):

Add On (opt)

Discounts

<input type="checkbox"/> Family of 4	<input type="checkbox"/> Adult (27-56)	<input type="checkbox"/> Senior (57+)	<input type="checkbox"/> Silver Sneakers / Prime	<input type="checkbox"/> Locker 12 Mo	<input type="checkbox"/> Military <input type="checkbox"/> Corporate Business Name:
<input type="checkbox"/> Fam 5+*	<input type="checkbox"/> Young Adult (18-26)	<input type="checkbox"/> Youth (3-17)	<input type="checkbox"/> Silver&Fit / Active&Fit	<input type="checkbox"/> Locker 6 Mo	
<input type="checkbox"/> 3 Mo Fam of 4	<input type="checkbox"/> 3 Mo Adult	<input type="checkbox"/> 3 Mo Senior	<input type="checkbox"/> RenewActive	<input type="checkbox"/> Locker 3 Mo	
<input type="checkbox"/> 3 Mo Fam 5+*	<input type="checkbox"/> 3 Mo Young Adult	<input type="checkbox"/> 3 Mo Youth	<input type="checkbox"/> Punch Card 20 / 10		

Membership Information

List all members who will participate in the membership including the above named member. Birth dates are required for all participants. On the back, signatures are required for all members.

#	Name (Please Print)	Birth Date	Gender	Relationship to Member
➔ 1				
2				
3				
4				
5*				
6*				

* If you are signing up more than four participants on a Family Pass, an **additional fee** per person is required as stated in the MRD Activity Guide. Use an additional form if needed.

By entering into this agreement, all members listed agree to all conditions contained herein, including the payment of applicable fees and amounts. All members must abide by the policies of the Montrose Recreation District (MRD). The use of the MRD facilities is not permitted if payments are not current.

- 1) Facilities and specific amenities managed by the MRD may be closed to the public due to repair, maintenance or special events as determined by MRD without refund of any pass portion to the members. Maintenance includes an annual closure in the fall of up to two weeks.
- 2) Annual Membership Passes are not valid for use during Special Events (excluding Friday Family Fun Night).
- 3) Members must present their ID cards, which are issued by MRD, to utilize the facility. Lost cards will be replaced at a charge of \$5 per card, per incident.
- 4) Any misuse of ID cards, including use by a non-member, will result in cancellation of all use of the MRD facilities without refund.
- 5) Requests for refunds of Membership will be considered only in case of injury, which prevents use of MRD facilities, moving from the area or, in the case of Corporate Members, ending employment with the employer who is a corporate partner after the expiration of your annual pass. Status of eligibility for the Corporate Discount will only be evaluated during the annual renewal.
- 6) For payment of passes, Monthly electronic withdrawals may be elected or annual passes may be paid in full for the entire year. There is a discount to pay the membership in full. Members may elect to pay their annual pass on a monthly basis using automatic draft. Patrons may use Automatic Clearing House (ACH), using a checking account, which is the preferred method of payment. Alternatively, members may elect Electronic Funds Transfer (EFT), using a credit or debit card. Using these methods of automatic payment will enable the cost of the annual membership to be divided up into monthly payments. **These deductions continue for at least one year. After that one year, the deductions will continue and the membership will stay current until the member stops the membership by notifying MRD, subject to any increases in fees.** Members understand that fees are due and payable as prescribed on this schedule, and use of the MRD facilities is not permitted if fees are not kept current. Any payment failing to process will result in suspension of the pass. To reinstate, the member must pay a \$10 administrative fee. Patrons with three monthly billings in a calendar year that fail to process will result in membership cancellation. Payment for the months that failed to process will remain due. Patrons that have had 3 failed transactions on a previous pass are required to pay in full for annual passes. They will no longer be eligible for monthly billing. Adult program registration and all pass purchases are not allowed when there is a past due balance. Billing happens at the beginning of the month around the 5th or 6th day. Accounts that remain unpaid by 25th of the month will be charged a \$15 late fee. Please notify MRD of any changes to credit card, debit or banking information. Memberships will be active and monthly withdrawals will continue until the member ends the membership. Fee increases typically happen in odd years to keep pace with inflation.
- 7) **Those who sign an annual pass contract are required to have an active pass for at least 12 months following the sign-up date. Early terminations must pay the Early Termination Fee, which is as follows: \$100 for family pass, \$75 for dual, \$50 for individual, \$25 for youth and \$25 for senior. This fee is waived if a medical issue does not allow participation (documented by a note from a physician). Passes paid in full with unused months may also be transferred to another patron of the same age category. Notice of termination or transfer must be given via a MRD cancellation form 30 days prior to termination or transfer, meaning that cancellation would happen 30 days following the first date MRD is notified of intent to terminate or transfer.**
- 8) All Members enrolling under a Family or Dual Membership Plan must reside full-time at the same address listed herein. A Family membership may include any four members living in the same household. Other household members living in the same household may be added at an additional cost. Exception: One caregiver may be added to a Family Pass or Dual to assist children of family members, seniors or persons with disabilities such as a grandparent, older sibling or child care provider not related to the family. This person does not need to reside in the family home.

➔ Member Signature:	Date:
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Thank You for being a part of the Montrose Recreation District family!

MRD Staff Signature: _____

MONTROSE RECREATION DISTRICT RELEASE AND WAIVER OF LIABILITY

I recognize that the use of Montrose Recreation District ("MRD") recreational facilities, and all equipment and facilities owned, operated or maintained by MRD and the participation in any program or activity of MRD (collectively, the "Recreational Facilities and Activities"), have inherent risks of injury. For and in consideration of MRD permitting me to use the Recreational Facilities and/or participate in the Recreational Activities, I, for myself, and on behalf of my spouse, assignees, heirs, guardians, and legal representatives hereby voluntarily indemnify, release from liability, agree to defend and hold harmless MRD and its officers, board of directors, employees, agents, representatives, volunteers (paid and unpaid), and any sponsoring partners, organizations or groups affiliated therewith (collectively MRD) for any accident, injury, illness, death, loss, theft, damage to person or property, or other consequences suffered by me arising or resulting directly or indirectly from my use of the Recreation Facilities and/or participation in the Recreational Activities, including but not limited to claims arising from or related to MRD's negligence. In the event that I am injured, I agree to assume any financial obligation, either through my health insurance, or through some other means, for any medical costs that I incur. MRD assumes no responsibility for any medical expenses, injury, or damage suffered by me in connection with my use of the Recreation Facilities and/or participation in the Recreational Activities.

I understand and acknowledge activities that are scheduled away from district facilities may involve added risks due to environment, location, weather, altitude, and distance from emergency medical services, risks that are inherent in the particular activity. I understand that I am encouraged to seek the advice of my own health provider regarding my ability or fitness to participate in any activity at any location listed in the guide before registering.

IT IS MY INTENTION BY SIGNING BELOW TO EXPRESSLY ASSUME ALL RISK OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE UPON MYSELF, TO THE EXCLUSION OF MRD, AND TO EXEMPT AND RELIEVE MRD FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH.

By signing this agreement, I waive my right to bring any legal action now or at any time in the future to recover compensation or obtain any other remedy for any injury to myself or my property or for my death, however caused, arising out of my use of the Recreational Facilities and/or participation in the Recreational Activities. I further agree that I, my spouse, assignees, heirs, guardians, and legal representatives will not make any claim against, sue or attempt to attach the property of MRD for any loss or damage resulting from my use of the Recreational Facilities and/or participation in the Recreational Activities. I am aware of the potential dangers incidental to recreational sports activity that this is a release of liability, a waiver of my legal right to collect damages in the event of injury, death or property damage, and a contract between MRD and me, and I sign it of my own free will. I expressly agree that this release is intended to be as broad and inclusive as the State of Colorado will allow and that if any portion is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect. I further understand that program registration and pass purchase are not allowed when the patron has a past due balance.

PATRON CODE OF CONDUCT AND PHOTOGRAPHY WAIVER

To ensure the safe enjoyment of MRD services, all patrons must exercise respect and exhibit appropriate behavior while utilizing MRD facilities and programs. Those not following this code may be asked to leave and/or forfeit their recreation pass. I also consent to MRD's use of photos of participants for promotional purposes. This includes photos of me and any participant for which I am a guardian.

COVID 19 RELEASE AND WAIVER OF LIABILITY

COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal authorities and the State of Colorado recommend social distancing to prevent the spread of COVID-19. Contracting COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Use of Montrose Recreation District ("MRD") facilities or participation in MRD programs could increase the risk of you or your child contracting COVID-19.

MRD and its staff undertakes every effort to keep our facility clean and disinfected; however as with any public facility, we cannot guarantee that you will be 100% safe from airborne illnesses such as COVID-19 or colds and flu while using MRD facilities or participating in its programs.

By signing, I agree to the Waiver of Liability and each section stated above.

	<u>PRINT</u> Name of Participant	<u>Signature of Participant – REQUIRED for ALL members</u> <i>(Parent or Guardian signature for participants under age 18)</i>	Date
→ 1			
2			
3			
4			
5			
6			