

MEMBERSHIP APPLICATION & AGREEMENT

**California Lutheran University
Gilbert Sports & Fitness Center
60 West Olsen Road, #7300
Thousand Oaks, CA 91360**

Applicant Name _____ **DOB** ____ **M** ____ **F** ____ **CLU ID #** _____
(Please Print) (Last) (First)

Spouse/Domestic Partner's Name _____ **DOB** ____ **M** ____ **F** ____ **CLU ID #** _____
(Last) (First)

Applicant Home Address _____ **City** _____ **State** __ **Zip** _____

Applicant Home Phone _____ **Work Phone** _____ **Email** _____

Applicant Emergency Contact _____ **Phone** _____

May we contact you via email regarding upcoming programs and events? Y ____ N ____

I agree to pay California Lutheran University the membership fee indicated below for a membership, of the type indicated below, for a total fee of \$ _____. I understand that this membership fee entitles me to use of the Gilbert Sports and Fitness Center (GSFC), as well as the equipment therein, subject to the Terms and Conditions of membership, GSFC policies and procedures, and CLU rules and regulations, for the term of this agreement.

MEMBERSHIP TYPE (please circle)	MEMBER	WITH SPOUSE
Alumni/Affiliate – Individual/Spouse/Domestic Partner	\$350	\$550
Community Leaders Affiliate – Individual/Spouse/Domestic Partner	\$350	\$550
Retired Faculty or Staff – Individual/Spouse/Domestic Partner	\$350	\$550
Employee Spouse/Domestic Partner	\$50	N/A
Student Spouse/Domestic Partner	\$50	N/A

PAYMENT OPTIONS Office Use Only

__ Credit Card: __ Visa __ MC Expiration Date _____ Name on Card _____
Cash \$ _____ Check \$ _____ Check # _____ *(Do not put Credit Card # on this form)*

__ New __ Renewal __ Change Staff Initials _____ Date _____

The term of this contract an entire year, beginning _____, 2 _____, and Ending _____, 2 _____. In no circumstances shall performance of the agreement begin any later than 180 days from the date on which the parties entered into this agreement, as indicated by the date of the applicant's signature below.

CALIFORNIA LUTHERAN UNIVERSITY

Sponsoring Office: _____

Approved By: _____

Title: _____

Date: _____

TERMS AND CONDITIONS OF GILBERT SPORTS & FITNESS CENTER

MEMBERSHIP QUALIFICATIONS: Must be members of the Community Leaders Association, the Alumni Association, or a spouse of a current CLU employee.

TERMINATION: CLU may terminate for cause any membership by mailing a notice in writing to the last address shown on the records of CLU for the member being terminated. The terminated member will be required to return promptly any CLU property currently in their possession, and, upon termination, this agreement shall be proportionally divided by all of the days in which the GSFC facility was made available to you as part of this agreement, and you shall be liable for any payments owed for that portion of the agreement attributable to the period prior to the membership termination, exclusive of any period of time in which the GSFC was made available to you free of charge as part of this agreement. Use of CLU facilities is available only to members in good standing. A member in good standing is one who has no outstanding membership fees or has no reports of misconduct or any other violations of the Terms and Conditions of the membership agreement, the GSFC policies and procedures, or CLU rules and regulations in his/her file.

MEMBERSHIP CATEGORY CHANGES: A member in good standing may add a spouse to their individual membership at any time, thus altering their membership category and associated fees.

MEMBERSHIP CARD: Each member will be issued a membership photo identification card which must be presented at the GSFC to gain access. Lost cards should be reported to the Safety and Security Department. Lost cards can be replaced at the Welcome Center for a \$15.00 fee.

PARKING POLICIES: All members must acquire and display a CLU parking pass. These are obtained at the Welcome Center at no cost to the members. Parking is subject to University parking regulations. Parking is monitored and enforced by California Lutheran University's Safety and Security Department. Any illegal use or abuse of the parking pass may result in the termination of the member's membership. Any questions regarding campus parking should be addressed to the Safety and Security Department.

REVISION/CHANGES: The membership fees, building hours, membership agreement Terms and Conditions, GSFC policies and procedures, and CLU rules and regulations are subject to change by CLU from time to time. You may be notified of such changes in any manner that CLU deems appropriate.

MEMBERSHIP PAYMENT & FEES: Payments must be paid annually and are not subject to proration. CLU will accept cash, check or major credit card (VISA, MASTERCARD). CLU reserves the right to charge a \$20.00 handling fee on any returned or NSF check. Member understands and agrees that the facilities will only be available at times scheduled and posted at Facility or on University website.

DAMAGES: You are responsible for any damage to and/or theft of CLU property, except that due to ordinary wear or usage, or to other members and their guests caused by you.

CHANGES TO THIS CONTRACT: This Membership Application, including the Terms and Conditions of GSFC Membership, constitutes the entire agreement between CLU and you as it relates to your use of the GSFC. Any changes to these documents must be in writing and signed by you and an authorized representative of CLU. If any part of this agreement is found to be invalid or unenforceable, such part shall be deemed stricken, and the remainder of the documents shall remain in full force and effect.

PHYSICAL CONDITION AND NO MEDICAL ADVICE: You represent that you are in good physical condition and have no medical reason, impairment, or disability that might prevent you from using all GSFC facilities. As such, you acknowledge that CLU did not give you medical advice before you joined, and cannot give you any after you join, relating to your physical condition and ability to use the Facilities. If you have any health or medical concerns now or after you join, discuss them with your doctor before using the Facilities.

WAIVER AND RELEASE: Participation in any and all activities within this facility and/or sponsored by California Lutheran University is voluntary. You understand and agree that use of this facility and/or participation in any activity sponsored by the University is at your own risk and that the University is not responsible for any incidents, injuries, property loss, or damage that may occur. You understand that participation in exercise activities, including use of the swimming pool, and exercise and Outdoor Adventure equipment may expose you to a risk of death or serious personal injury including, but not limited to, complete or partial paralysis, brain damage, serious injury to virtually all internal organs, bones, joints, tendons, ligaments, muscles, and other aspects of the muscular skeletal system, bruises, falls, sprains, broken bones, and serious injury or impairment to other aspects of my body, general health and well-being. You understand that your participation may result not only in serious injury, but in a serious impairment of your future ability to learn, earn a living, engage in other business, social and recreational activities, and generally to enjoy life.

You voluntarily assume any and all risk of accident, personal injury, damage or loss to your person or property, and in consideration of being permitted to participate in activities at the GSFC, you agree to release CLU, its Board of Regents, officers, directors, employees, agents, and representatives ("Released Parties") from every claim, liability, or demand of any kind sustained including, but not limited to, injury, sickness, death, loss of money or personal property, legal entanglement, or any other claim, whether or not caused by the Released Parties in connection with such activities. You also hereby agree that in the event of any claim arising out of or incidental to personal injury, death, or any damages to you are filed against the Released Parties, you shall indemnify and hold all such entities or persons harmless against any and all claims, including attorney's fees incurred by the Released Parties in defending any such claims.

In the event of injury or illness resulting or arising directly or indirectly out of your participation in or involvement with activities at the GSFC, you hereby give your consent and authorization for (1) the administration of emergency first aid care and treatment at the scene of an emergency by employees of CLU or emergency personnel, (2) the administration of any treatment deemed necessary by a licensed physician or dentist, and (3) transfer to any hospital reasonably accessible. You understand that should any such medical care become necessary, you are fully responsible for all costs associated with such care and treatment and agree to hold the Released Parties harmless from all costs associated with such treatment.

ENTIRE AGREEMENT & ENFORCEMENT: You acknowledge that neither CLU, nor anyone else, made any representations or promises upon which you relied that are not stated in this agreement. This document contains the entire agreement between you and CLU and replaces any oral or other written agreement. If a court declares any part of this agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If CLU does not enforce any right in this agreement for any reason, CLU does not waive its right to enforce it later.

(rev. 1/31/08 v drive/campus safety/forms/gsfsc membership application)

NOTICE TO APPLICANT – PLEASE READ! By signing this application and agreement you agree that to the best of your knowledge, everything you state on this application is accurate.

You, the undersigned, state that you have read and understand the Terms & Conditions of Membership and the Membership Agreement, agree to be bound by such Terms & Conditions and the Membership Agreement, as well as GSFC policies and procedures and CLU rules and regulations, and acknowledge that you have received two copies of this agreement.

Applicant's Signature: _____ **Date:** _____

Spouse/Domestic Partner's Signature: _____ **Date:** _____

NOTICE OF CANCELLATION

Date of Agreement: _____

You may cancel this agreement for any reason at any time prior to midnight of the third business day after the date on which the first service under the agreement is available, and if the facility or services that is the subject of the agreement is not available when you sign the agreement, you may cancel the agreement at any time prior to midnight of the seventh business day after the date on which you receive your first service under the agreement. If you cancel within this period, CLU must send you a full refund of any money you have paid, except that a reasonable expense fee not to exceed ten dollars may be charged if you have received your first service under the agreement. CLU must also cancel and return to you within twenty business days any papers that you have signed.

To cancel this agreement, you must deliver in person, manually, or by certified mail, return receipt requested, the signed and dated copy of this cancellation notice or any other written notice of cancellation, or send a telegram, to California Lutheran University, the Gilbert Sports and Fitness Center, ATTN: Membership Office, at the address of any facility available for use by you not later than midnight of the third business day after the date on which the first service under the agreement is available, and if the facility or service that is the subject of the agreement is not available when the agreement was signed, not later than midnight of the seventh business day after the date on which the first service under the agreement is available.

I hereby cancel this agreement.

Signature: _____
(Member)

Printed Name: _____

Signature: _____

Printed Name: _____