





Initial \_\_\_\_\_ Whereas the above Member and all above directly related Family Members desire(s) to become a member of the Pulte Family Life Center and cannot become a member without agreeing to the rules and regulations set forth below and abiding by the terms of this Agreement;

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that this Agreement supersedes all prior Agreements and further agree as follows:

1. [Check-In Policy](#)

Members must check in each time that they use the Center by presenting his/her current fob at the front desk upon arrival. Center usage may be denied if member does not have their fob. The Center may either close or operate at reduced hours on holidays. Business hours, policies, and regulations are subject to change without notice.

2. [Membership Fees and Cancellation](#)

Membership use and services must be paid for in advance and are non-refundable for any reason, including termination of membership for cause. All fees and schedules are subject to change without notice. At the present time, membership fees are as stated above. The obligation to pay dues is not dependent on the availability of all the Life Center's facilities. Special engagements, repairs, and maintenance of some facilities may make it necessary for the Life Center to restrict use of, or close, one or more of the facilities. Fees will not be reduced or suspended during the time when one or more of the facilities are not available. There are no refunds for membership fees, and the Life Center will not prorate a cancelled membership. Anyone who cancels must obtain a confirmation number. This confirmation number is used for reference and proof of cancellation. The Life Center will not accept cancellation claims without a confirmation number.

3. [Seven-Day Right of Recession](#)

New members have seven (7) days after signing this Agreement to cancel their membership in writing without penalty which must be received by the Center. If the Agreement is timely cancelled, the Life Center will return to the member within thirty days all amounts paid. To cancellation notice may be emailed, faxed or delivered to the Life Center Office.

4. [Attire](#)

Proper attire is required for participants using the Center. Shirts, shoes, and clean, un-torn clothing are mandatory. No bathing suits or briefs without tights or leg coverings are allowed. Exercise clothing should be of a respectable type that provide full coverage of all sensitive body areas. Proper footwear must be worn as follows:



1. Gym
  - a. Court-type or aerobics shoes only, unless otherwise specified by the instructor.
2. Boneyard and Cardio Room
  - a. No open toed shoes, thongs, sandals, street shoes, bare feet, or slipper-type shoes allowed.

## 5. Equipment

All equipment must be used as designed. If member is not familiar with use of equipment, he/she must arrange instruction with a staff member. Instruction is available to members as part of their membership. Members must be familiar with and observe Life Center rules and regulations posted in the building. Members who do not observe Life Center rules and regulations or who abuse equipment in any fashion will be asked to leave. The management reserves the right to terminate membership to anyone who refuses to observe any of the Life Center rules or regulations.

## 6. Conduct

Saint John the Evangelist is committed to the health, safety, and welfare of each of its parishioners, members, and staff in accord with the teaching and tenets of the Roman Catholic Church, as determined by the Bishop of the Diocese of Venice in his sole discretion, and the Center will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. The Church has the right to judge behavior and respond accordingly. This right includes, but is not limited to, refusing admission and/or termination of membership of any member engaging in unacceptable behavior.

## 7. Lockers

All members are to respect each other's privacy in and out of the locker rooms. Lockers are available for day use only. Members must supply his/her own lock. Locks and articles left overnight will be removed at the discretion of the Life Center Staff and placed in a lost and found for not longer than one (1) month. The use of cellular phones is not allowed inside the locker room facilities.

## 8. Youth Access and Usage

Members must be 18 years of age or older. Minors are not allowed in the aerobics, exercise, locker, or weight training rooms unless supervised at all times by an adult. The member and all minors associated with this family represent that they are aware of the nature of the activities of the Life Center and agree to accept any and all risks associated with participation in these activities. They will not hold Saint John the Evangelist Catholic Church, the Diocese of Venice in Florida, or any contractors of said organization at fault for any harm to their persons or property.

All participants are to remain at a safe 6-foot distance from each other while working out. This is inclusive of all equipment usage locations as well as in open spaces. If a machine is in use, please do not use the immediately adjacent machine(s).



All approved personal training conducted by CYO/CAO contracted instructors is to be conducted in a safe and distant manner for the protection of both parties involved. Non-approved training or instruction is prohibited.

All capacity signs must be followed. If a room is at full posted capacity, please kindly wait in the Café area for a vacancy.

All machines, weights, bands, equipment, etc. are to be wiped down immediately before and after using them.

All equipment must be returned to its original location after usage.

#### 9. Damages

Members shall pay for any damages to the Life Center property which results from the willful or negligent conduct of member, member's guest, or family members.

#### 10. Lost Articles

The Life Center, the Church, and its staff and contractors assume no responsibility for lost or stolen articles. Lost and found articles not claimed will be donated to charity.

#### 11. Guests

Guests may enter the Life Center once they have filled out this Membership Agreement. Guests must sign the Guest register and show a form of photo identification. The number of visits by a guest to the Life Center is at the sole discretion of the Life Center.

#### 12. Smoking, Food, and Drink

No smoking is allowed in any part of the campus of Saint John the Evangelist. No food or drink is allowed beyond the 5 Saints Café and outdoor seating area, unless part of an approved activity or event in another location. Water may be taken into workout areas if it is in a non-breakable, enclosed container.

#### 13. Music

The sound system cannot be used or tampered with except by approved Staff members or group instructors who have sole reservation of a room. Personal music devices may not be played over the loud-speaker, or through any personal loud-speakers. Only individualized music devices can be used (i.e. headphones, AirPods, etc.).

#### 14. Change of Rules and/or Regulations

The Life Center reserves the right to add to, change or remove rules, conditions of membership, opening and closing hours and the services and facilities offered by the Center from time to time. The Life Center will attempt to communicate these changes in a timely way to allow for Member schedule modifications.



## 15. Waiver, Release and Assumption of Risk

The undersigned member (hereinafter referred to as Member) understands and agrees that he/she, along with all Family Members associated with this Member, is voluntarily participating in physical activities which may expose Member to some level of risk or injury, and Member represents that he/she is aware of the nature of these activities and assumes full responsibility for and risk of bodily injury, death or property damage due to negligence of Member or otherwise while participating in, or otherwise on the campus of the St. John the Evangelist Catholic Church Pulte Family Life Center property or other areas of the church campus while competing, officiating in, working or for any purpose participating.

Member, being of lawful age, in consideration of being permitted to participate, does for himself/herself, his/her heirs, executors, administrators, and assigns, now release and forever discharge and covenants not to sue, St. John the Evangelist Catholic Church and the Diocese of Venice in Florida, Inc., and as corporation sole, and their respective officers directors, trustees, members, employees, volunteers and agents, and each of them, all referred to as "Releasees," from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from any accident which may occur as a result of participation in any activities, whether by negligence or not, and any claim or damage therefor, on account of injury to the person or property or resulting in death of the Member, whether caused by the negligence of Releasees or otherwise, while the Member and all Family Members is/are participating.

Member and all Family Members associated with this Agreement represents that he/she is in good physical health, and that Member shall notify the Life Center in writing if he/she becomes unable to participate in an activity due to some physical or mental considerations. In consideration of the Life Center allowing Member to participate in physical activity within the facilities of the Life Center and use the Life Center's equipment, Member agrees to indemnify and hold Releasees against loss (including reasonable attorney's fees) from any and all claims of negligence, demands, rights, or causes of actions of any kind or nature that may hereafter at any time be made or brought by Member or on Member's behalf for any known or unknown, foreseen and unforeseen bodily or personal injuries, damages to property and consequences thereof which may be sustained by Member as a direct or indirect result of participating in the aforementioned activities and use of the equipment of the Life Center.

Member agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Member further states that he/she has carefully read the above release and knows the contents of the release and signs this release as his/her own free act.



The provision of this Paragraph shall continue in full force and effect even after the termination of Member's membership in the Center.

15. Miscellaneous

A. This Agreement contains the entire agreement between the parties and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

B. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

C. Member has read, and fully agrees to the terms of this Agreement and understands and agrees that by signing this Agreement (which contains a waiver, release and assumption of risks) Member has given up considerable future legal rights. Member has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him/her. Member certifies and warrants that he/she is 18 years of age or older and mentally competent to enter into this Agreement.

I, \_\_\_\_\_, hereby understand and agree to be the governing person over my family members listed above and adhere to the rules, policies, both posted here and in the facility to ensure my safety and the safety of my family and all those around us. I accept the responsibilities and waive all liabilities of our actions from the Pulte Family Life Center, St. John the Evangelist Catholic Church, and at the Diocese of Venice in Florida, and all entities of such organizations.

Print: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

Sign: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_.