

# SOUTH JORDAN FITNESS & AQUATIC CENTER

## PASS APPLICATION FORM AND AGREEMENT



Application is hereby made for facility use privileges at the South Jordan Fitness & Aquatic Center, (the "Center") owned and operated by South Jordan City. It is understood that payment of the pass fee will entitle myself and members of my household, as listed below, and as authorized by the Rules & Regulations of the Center, to use the Center during regular or scheduled hours pursuant to the terms of the South Jordan Fitness & Aquatic Center Pass Agreement. I (and my household) agree to abide by the **South Jordan Fitness & Aquatic Center Rules & Regulations** as defined in the Pass Agreement. By signing this Application I (and my household) understand that violations of the Center Pass Agreement, or the violations of any local, state or federal law while using the Center, its facilities or while participating in its programs, whether on or off the Center premises may result in revocation of my pass privileges. If patron is under the age of 18, a parent of legal guardian must sign.

PRIMARY PASS HOLDER NAME: \_\_\_\_\_  
 ADDRESS: Street \_\_\_\_\_ Apt. \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 PHONE: Home (\_\_\_\_\_) \_\_\_\_\_ Work (\_\_\_\_\_) \_\_\_\_\_

**E-Mail Address** \_\_\_\_\_  
 EMERGENCY CONTACT: \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

**INDIVIDUALS ON PASS:** (Membership rates are only valid for individuals living within the Primary Pass Holder's household.)

Name: _____	Age: _____	Birth Date: _____	M or F
Name: _____	Age: _____	Birth Date: _____	M or F
Name: _____	Age: _____	Birth Date: _____	M or F
Name: _____	Age: _____	Birth Date: _____	M or F
Name: _____	Age: _____	Birth Date: _____	M or F
Name: _____	Age: _____	Birth Date: _____	M or F
Name: _____	Age: _____	Birth Date: _____	M or F

Pass Rates	Annual Pass		3 Month Pass		EFT Monthly Amt.	
	Resident /	Non-Resident	Resident /	Non-Resident	Resident /	Non-Resident
Adult (18+ years)	\$220.00	\$270.00	\$90.00	\$110.00	\$21.25	\$25.50
Senior (60+ years)	\$120.00	\$145.00	\$50.00	\$60.00	\$13.00	\$15.00
Youth (4-17 years)	\$120.00	\$145.00	\$50.00	\$60.00	\$13.00	\$15.00
Additional Adult (18+ years)	\$105.00	\$130.00	\$50.00	\$60.00	\$ 8.75	\$10.80
Additional Senior (60+ years)	\$55.00	\$65.00	\$25.00	\$30.00	\$4.50	\$5.40
Additional Youth (4-17 years)	\$30.00	\$38.00	\$13.00	\$16.00	\$2.50	\$3.15
Child (0-3 years)	Free	Free	Free	Free	Free	Free

\*Note: After an adult membership is purchased at full price, additional adult, senior and youth memberships may be added to the account at the discounted rate listed to the left. Only members of the primary pass holder's household may be added. If no adults are on the membership, a full-price senior or youth membership may serve as the primary pass holder.

**ELECTRONIC FUND TRANSFER (EFT) CONDITIONS, FILL OUT IF APPLICABLE:**

- \_\_\_\_\_ a. After 1 year contract obligation is completed contract and bank drafts will continue month to month until written notice of cancellation is received from the Primary Pass Holder to the South Jordan Fitness & Aquatic Center.
- \_\_\_\_\_ b. The first month's payment is due at the time of enrollment after which monthly bank drafts will be processed on the 20<sup>th</sup> of each month. These payments must be taken from a checking or savings account. A voided check or savings account deposit form is required to activate the enrollment.
- \_\_\_\_\_ c. Bank accounts with insufficient/returned funds will be charged a \$20.00 service fee, which will be in addition to the amount due. If an account has insufficient funds twice (2) over a six (6) month period, the primary pass holder shall be asked to pay the remainder of their pass balance. If an account is more than 90 days past due, South Jordan Fitness & Aquatic Center hold the right to send the remainder pass balance to collections where Primary pass holder is responsible for collection fee equal to 33% of the unpaid balance and responsible for reasonable attorney fees and court costs.
- \_\_\_\_\_ d. A cancellation fee equal to the remaining balance of the annual pass will be charged if pass is terminated within the first twelve (12) months.
- \_\_\_\_\_ e. A minimum of ten (10) working days is required for any changes (I.E., address, phone, bank account, pass additions, etc.)
- \_\_\_\_\_ f. Any changes to these conditions are subject to management approval and must be submitted in writing.

I (we) authorize South Jordan City, to initiate debit entries to my (our) account \_\_\_\_\_ **Checking** \_\_\_\_\_ **Savings Account (select one)** indicated below at the Banking Institution named below. I (we) acknowledge the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

**Banking Institution** \_\_\_\_\_  
**Attach a voided check for Checking Account or Savings Deposit slip for Savings Account.**

This authorization is to remain in full force and effect until South Jordan City has received written notification from me (or either of us) of its termination, once the twelve (12) month obligation has been met, in such time in such manner as to afford South Jordan City and the Banking Institution a reasonable opportunity to act on it. I understand and have initialed the total listed above will be drafted monthly from my (our) account beginning on the 20<sup>th</sup> of each month.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Amount Paid \$ \_\_\_\_\_ Method of Payment \_\_\_\_\_ Cashier \_\_\_\_\_

## South Jordan Leisure Aquatic & Fitness Center Pass Agreement

The undersigned, being desirous of becoming a patron of the South Jordan Fitness & Aquatic Center (the "Center") owned and operated by South Jordan City (the "City") acknowledges and agrees as follows:

### 1. DEFINITIONS

- A. **PATRON:** As used in this Pass Agreement (the "Agreement"), Patron means the undersigned individuals, as well as those family members listed on the Pass Application (the "Application") and approved by the City.
  - B. **HOUSEHOLD:** As used in this Agreement and the Application, the term Household refers to a group of individuals living at the same residential address or otherwise approved by the City to be included on a group membership.
  - C. **RULES OF THE CENTER:** As used in this Agreement and the Application, the term "Rules of the Center" means those rules, regulations, procedures and other directives that govern the operation and use of the Center, and include such rules, regulations and procedures and other directives (1) set forth in this Agreement, (2) set forth in the Application, (3) included on signs posted in the Center, (4) set forth in the document entitled South Jordan Fitness & Aquatic Center Rules and Regulations, (5) presented to patrons on the Center by the Center staff whether in writing or verbally, (6) applicable to a single activity or event, and (7) currently in place or implemented at a later time subsequent to the date of this Pass Agreement.
2. **APPLICATION:** Patron represents and warrants that all facts stated in the Application and in this Agreement are true and correct and that all children or family members identified therein are legal dependants or individuals living in the same household of Primary Pass Holder. The Application is incorporated by reference as part of this Agreement.
3. **CONSIDERATION:** In consideration for the use of the Center as outlined in this Agreement, in the Application and in the Rules of the Center, and in consideration of the pass payment made pursuant to the Application, Patron(s) shall have privilege of using the Center as set forth in this Agreement, the Pass Application and Rules of the Center.
4. **TERM:** All passes, other than daily admissions have a minimum term of twelve (12), three (3), or one (1) month(s) from the date of the Application. Passes may thereafter be renewed at patron's option at the then current pass rate. Passes shall be renewed only if the pass has been in compliance with the Rules of the Center.
5. **PASS CARDS:** Passes will be issued to each individual, which is required for entry into the facility. By receiving, retaining, and presenting the pass card, the Pass Holder agrees to be bound in accordance with the terms of this agreement, and hereby authorizes the undersigned to act as Pass Holder's agent to execute this agreement on behalf of the Pass Holder, the age of majority of the Pass Holder notwithstanding. Pass Holder agrees to be responsible for the proper use of the card with the understanding that when entering the facility if they do not have their pass card, a daily entry fee will apply. Lost or stolen cards may be replaced at a cost of \$5.00. Passes are non-transferable.
6. **PASS PRIVILEGES:** During regular business hours and when open to the general public, Patrons will be admitted to public activities such as open plunge, lap swimming, open play in gyms, strength and conditioning room, cardio area, indoor track and other designated facilities at no additional charge. Neither does Pass cover the cost for, nor automatically entitle the Patron to lessons, classes, personalized instruction or coaching, special programs, rentals or drop-in day care.
7. **RULES AND REGULATIONS:** Patron agrees to be bound by the Rules of the Center currently in effect and as may change from time-to-time. Facilities, equipment, hours, service, regulations and policies are subject to change, without prior notice, at the sole discretion of the City, and Pass Holder hereby agrees to such change as a condition of agreement.
8. **PASS HOLDER RESPONSIBILITY; WAIVER, HOLD HARMLESS AND INDEMNIFICATION:** Pass Holder(s) recognizes and acknowledges that there are inherent hazards and risks connected with activities at the Center. The undersigned, on behalf of the undersigned's minor children, legal dependants, or other persons given passes in the Center under the Application and this Agreement, knowingly and voluntarily assumes the risks of such hazards. The undersigned agrees to defend, indemnify and hold the City and its officers, agents, employees and volunteers harmless from and against any and all loss, damage and expense incurred by reason of any claim or arising out of the negligent or intentional action of Pass Holder, or of any person identified in the Application or otherwise supervised by the undersigned or by anyone identified in the Agreement, unless such injury or damage is directly caused by the willful act or omission of the City or its officers, agents or employees or volunteers. Any child of Pass Holder born after the effective date of the Pass Application shall be deemed to have been specifically identified on the Application.
9. **AGREEMENT:** This Agreement, the Application, and the Rules of the Center constitute the entire Agreement between Pass Holder and the City. Should there be a conflict between the terms of this Agreement, the Application and the Rules of the Center, the terms of this Agreement shall govern, then the terms of the Application, and finally the Rules of the Center.
10. **REFUND POLICY:** Refunds will be issued within thirty (30) days of approval. Passes, fitness passes, program fees and other rentals or reservations are non-transferable.

**Passes:** Full refunds will be available for up to **seven (7) days** following purchase if Annual/Quarterly pass has not been used. If Pass was used, the Daily Drop-In fee will be deducted for each admission on pass. **After seven (7) days no refunds are available.** Bank accounts with insufficient/returned funds will be charged a \$20.00 service fee, which will be in addition to the amount due.

### THE UNDERSIGNED EXPRESSLY AGREE(S) AND ACKNOWLEDGE(S) AS FOLLOWS:

(1) ACKNOWLEDGE(S) having read the foregoing agreement and understands its content; (2) acknowledge(s) a copy of South Jordan Fitness & Aquatic Center Rules and Regulations is available online or upon request; and (3) agree(s) on his/her/their own behalf and on behalf of any person authorized to use the Center under the Application and this Agreement, to be bound in accordance with the terms of this Agreement and the Rules of the Center; and (4) acknowledge(s) and represent(s) that s/he has full authority as parent, guardian, or agent to sign for and bind all persons listed as Pass Holders on this application, the age of majority of said Pass Holders notwithstanding.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

South Jordan Fitness & Aquatic Center

# RULES AND REGULATIONS



1. **Rules of the Center:** Entry into the South Jordan Fitness and Aquatic Center (the “Center”) and/or participation in any programs or events sponsored by the Center is an express acknowledgment and agreement by Patrons to be subject to and comply with the Rules of the Center, applicable state and local law, and other policies or directions given by the Center staff or by employees, contractors, agents or volunteers of the City, while in the center or participating in activities or programs of the Center. The term “Rules of the Center” means those rules, regulations, procedures and other directives, (1) set forth in the Membership Agreement (2) set forth in the Pass Application (3) set forth on signs in the Center, (4) set forth in the South Jordan Fitness and Aquatic Center Rules and Regulations (“the Rules and Regulations”), (5) presented to patrons of the Center by the staff or employees, contractors, agents or volunteers of the City, while in the Center or participating in activities or program of the Center, whether presented verbally or in writing, (6) applicable to a single activity or event, and (7) currently in place or implemented at a later time subsequent to the draft date of these Rules and Regulations.
2. **Resident Boundaries:** A South Jordan City resident is one who resides within the South Jordan City boundaries. These boundaries are diagrammed on the South Jordan City district map available for review upon request. *Residents must provide current proof of residence by presenting picture ID and a current utility bill or property tax notice. This must be presented at time of purchase. If proof of residence is not available, non-resident rates will be charged. Individuals who own real property or work for a company located within South Jordan City boundaries also qualify for the resident rate.*
3. **Passes:** Upon purchase of a pass, individuals will be issued an identification card that must be presented for admission into the facility. This card, when scanned, will display the patron’s photograph on the computer monitor as well as other pertinent information regarding the patron’s account. **Without the pass card the daily admission fee will apply for entrance into the facility.** If pass card is lost replacement cards are available for \$5.00 each. Passes are non-transferable.  
Definitions for application terms are as follows:
  - A. **Adult:** A adult is an individual 18 years of age or older.
  - B. **Senior:** A senior is an individual who is 60 years of age or older.
  - C. **Youth:** A youth is an individual between 4-17 years of age.
  - D. **Child:** A child is an individual between 0-3 years of age.
4. **Patron Privileges:** Passes or daily admission entitles users of the Center (“Patrons”) to any open participation times in any activity area according to the area rules, policies, and schedules. This includes the swimming pool, gymnasium, indoor track, land and water aerobic classes and strength and conditioning area.
5. **Additional Fees:** Fees for the following will be charged in addition to the pass user fees:
  - A. Personal Training
  - B. Lesson Sessions (IE – swimming, walking, instructional sports, dance, tumbling, martial arts, etc.)
  - C. Special Events (IE – Family Fun Nights, running races, sport leagues, tournaments, etc.)
  - D. Room and Facility Rentals
  - E. Vending Machines or Pro Shop Purchases
  - F. Child Care Center
  - G. Other programs necessary to cover additional unforeseen costs.
6. **Locker Rentals:** A limited number of lockers which may be rented on a quarterly, bi-annual or annual basis. Only Annual and Quarterly pass holders are permitted to rent lockers in this manner. All other lockers are available for daily use and must be cleared immediately after the patron has completed his or her activities. Patrons are responsible of bringing their own lock when using the lockers. Daily use lockers, which are not cleared at the end of the day, will have the lock cut-off and all items will be removed and bagged for pick-up. A **\$5.00 fee** will be assessed at this time and must be paid to have items returned. There will be a two (2) week holding period at which time all items will be sent to an establishment which collects and sells used merchandise.
7. **Refund Policies:** A **\$5.00 administrative fee** will be assessed for all refunds which are requested by the patron for circumstances beyond control of the Center. Refunds will be issued within thirty (30) days of approval. Passes, Fitness Passes and Program Fees and other rentals or reservations are non-transferable.  
**Passes: Full refunds** will be available for up to **seven (7) days** following purchase if Annual/Quarterly pass has not been used. If Pass was used, the Daily Drop-In fee will be deducted for each admission on pass. **After seven (7) days no refunds are available.**  
**Admissions:** the Facility Supervisor will handle all refunds for admissions.  
**Retail Purchases: No refunds** for personal items (IE – shampoo, lotion, goggles, etc.) will be issued. The Center

Supervisor will handle all other refunds.

**Programs:** A full credit or refund will be given if the class is cancelled. If the refund request is made prior to the first day of class, a full refund minus a **\$5.00 administrative fee** will be issued. After the first day of class a 75% refund will be issued. After the second day of class a 50% refund will be issued. No refunds will be issued after the fourth day of class unless otherwise noted.

**Room Rentals:** Full refunds for reservations will be issued if the request is made within one (1) week of the reserved date and time. No refunds after this time.

8. **Facility Entrance Procedures:** Any person entering the Center must check-in at the main desk. This is where the pass card is scanned or where the admission fee is collected. Spectators will be allowed in the facility to view activities. They will be asked to leave collateral (keys, drivers license, etc.) and will have a wristband attached to them for identification purposes. This wristband must remain on them during their visit to the Center. When they are ready to leave the facility, a staff member will remove the wrist band and their collateral will be returned. If the wrist band has been removed, a daily admission fee will be collected before the collateral is returned. Spectators are subject also to all terms and conditions of the South Jordan Fitness and Aquatic Center Rules and Regulations.
9. **Facility and Equipment Rentals:** Facility rentals are reserved through the Facility Supervisor and are subject to approval by the Department Head. Equipment rentals are provided for a fee at the front desk. Collateral is required when renting equipment.
10. **General Facility Rules:** The following rules apply to all area of the Center;
  - A. Use of the Center, activities, programs and equipment, are at your own risk. If you need assistance please request it from the front desk.
  - B. Locker room doors are always unlocked during facility operating hours. Please be aware that use of these lockers is at your own risk. Parents please be aware of small children using these facilities.
  - C. Clothing, gym bags, and other items not being worn, need to remain in the locker rooms or personal vehicle. These items are not allowed in activity areas.
  - D. Glass containers of any kind are prohibited.
  - E. Alcoholic beverages are prohibited.
  - F. Smoking is prohibited inside the facility.
  - G. Pets of any kind, unless for disability aid, are not permitted in the Fitness Center.
  - H. Additional rules for each activity area are posted within the facility.
  - I. Entry into the Center and/or participation in any programs or events sponsored by the Center is an express acknowledgment and the agreement by Patrons to the subject to and comply with the South Jordan Fitness and Aquatic Center Rules and Regulations and other policies or directions given by the Center staff while in the Center or while participating in activities or programs of the Center.
11. **Indemnification and Hold Harmless:** Patrons and spectators of the Center (which includes Pass Holders of the Center, daily admission users, visitors and all others entering the Center) recognize and acknowledge that there are inherent hazards and risks connected with activities at the Center. In exchange for its privilege of entering or using the Center or any of its programs and events, Patrons or spectators, for themselves, and on behalf of their minor children, legal dependants, or other persons under their care or supervision, (1) knowingly and voluntarily assume the risks of such hazards, (2) agree to defend, indemnify and hold the City and its officers, agents, employees and volunteers harmless from and against any and all loss, damage and expense incurred by reason of any claim or liability based upon personal injury (including death) or property damage arising out of the negligent or intentional action of spectators or Patrons, or of any person whether inside or outside the Center or whether such actors are participating in Center sponsored programs or events, or in activities unrelated to the Center, and (3) release the City and its officers, agents, employees and volunteers from any and all liability arising out of injury or property damage to spectators or Patrons, their minor children, their legal dependants, or others under their care or supervision, except to the extent that such injury or damage is directly caused by the willful act or omission of the City or its officers, agents or employees or volunteers.
12. **Modifications to Rules:** Patrons and spectators agree to be bound by (1) these Rules and Regulations, (2) by signs within and outside the Center, and (3) directives of the Center staff, currently in effect and as may be changed from time-to-time. Facilities, equipment, hours, service, regulations and policies are subject to change, without prior notice, at the sole discretion of the City.