

KOPFC MONTHLY MEMBERSHIP AGREEMENT



This authorization shall remain in full effect for a period of two (2) months from the date of purchase.

AGREEMENT: By expressing a desire to join the Kearns Oquirrh Park Fitness Center (the “Center”), which is owned and operated by the Oquirrh Recreation and Parks District (the “District”), the Member agrees to the following terms.

This Agreement, the client account, the Membership Fee, the Debit Authorization, and the District’s rules, regulations, and fees in effect at the time form the entire agreement between the Member and the District.

The Account Owner affirms that all facts provided on the account are true and accurate, and that all individuals listed on the account live at the physical address recorded on the client account. The account is incorporated by reference into this agreement.

The account owner and anyone listed on the account who is 18 years or older may need to provide recent proof of residency from the past 30 days, along with a government-issued ID or passport. Additionally, any person aged 18 or older added to an active membership account after the initial purchase might also need to show current proof of residency and identification, such as a government-issued ID or passport. All updates must be made in person. *Change fees may apply.

* Any dependent of an account owner born after the effective date of the established membership will not need to be added to the active account until they turn three (3).

PAYMENT AND FEES: I agree to provide KOPFC with current financial information either in person or through the member portal. The Account Owner authorizes Kearns Oquirrh Park Fitness Center (KOPFC) to initiate monthly charges to members' active debit or credit cards, which will be credited to the membership account.

MONTHLY DRAFT CONTINUATION: The Member agrees to a minimum membership term of two (2) months and acknowledges that the automatic charges will continue until the two (2) months have been fulfilled. This authorization remains in effect until KOPFC receives a written notice seven days in advance to cancel it.

DEFAULT/REMEDIES. A monthly payment received more than ten (10) days after the due date will incur a \$25.00 late fee. Any payment that remains unpaid for thirty (30) days shall entitle the District to terminate the membership, suspend membership privileges, or take other appropriate action. A membership account that falls into default on payment must be cleared of the default before the member can open another account.

Members agree to pay reasonable attorney fees, legal expenses, and other lawful collection costs incurred after the default has occurred.

If a member has more than three (3) default payments within a rolling twelve (12) month period, the member will be required to complete an annual membership for one year (1) before transitioning to the monthly membership.

Membership fees may be periodically reviewed and increased by the District Board of Trustees. This Board-approved fee increase will take effect after at least thirty (30) days' public notice has been posted.

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MEMBERSHIP REFUND POLICY: A seven (7) day grace period is provided for canceling a monthly membership. No refund will be available for a monthly membership canceled within the seven (7) day grace period, and cancellation will be effective immediately. There is no refund due to time loss or misconduct.

*All payments to the District are subject to the District's refund policies.

MEMBERSHIP PHOTO REQUIRED: To secure your account, prevent sharing, and promote safety, KOPFC requires a clear, full-face photo (no hats or sunglasses) for all memberships.

RELEASE AND INDEMNIFICATION: The Account Owner agrees, on behalf of everyone listed on the account, that participating in recreational activities or using the District facilities may involve risks of physical injury or emotional distress for the Account Owner and/or those listed on the account. In exchange for being allowed to participate, the Account Owner and those on the account, whether as participants or as a parent or legal guardian of a participant, along with heirs, executors, and administrators, voluntarily and knowingly agree to indemnify, hold harmless, defend, and release the Oquirrh Recreation and Parks District (District), the Utah Olympic Legacy Foundation

(UOLF / Oval), and their officers, employees, and volunteers are released from any lawsuits, claims, or liabilities, except for injuries caused solely by the willful misconduct of the District and/or UOLF, that may occur from participation in activities or use of facilities. Additionally, the account owner agrees that their personal insurance will cover medical expenses, hospitalization, or any other costs arising from participation. All clients agree to defend, indemnify, and hold harmless the District and its officers, agents, and employees from any loss, damage, or expense resulting from claims or liabilities related to personal injury (including death) or property damage caused by the negligent or intentional actions of the account owner or those listed on the account.

OPERATION: The account owner also acknowledges that the District operates under rules and regulations designed to ensure the safety and protection of patrons and agrees to follow them, as well as any future rules, regulations, and fees approved and published by the District. The District's rules and regulations, which may be amended from time to time, are incorporated into this agreement by reference. Facilities, equipment, hours, services, regulations, age restrictions, and policies can change without notice at the sole discretion of the Administrative staff and/or the Board.

Membership provides access to popular activities and facilities, such as the open plunge, lap swimming, open gym, hot tubs, pickleball courts, weight room, cardio room, sauna, steam room, and fitness classes both on land and water, all at no extra cost. Members also have limited privileges for track and skating at the Utah Olympic Oval. Membership does not cover lessons, personal training, daycare, special programs, or rentals; however, members may be eligible for approved discounts from the District Board.

The account owner and those associated with active membership will receive a membership card that grants them membership benefits. All listed members agree to show their membership card for entry and to take responsibility for its proper use. If the card is not presented, the member agrees to purchase a replacement card before being admitted. Members agree to pay the current price for a replacement card. They may also download the membership app or take a photo of the card for scanning.

EMERGENCY TREATMENT: I authorize the District and UOLF staff to act on my behalf, using their best judgment, in case of an emergency involving myself (and/or my child or dependent, as applicable). I accept full responsibility for all expenses, medical or otherwise, that may occur. I understand that my insurance company or I will be responsible for covering the costs of such emergency treatments.