

St. Mary of the Woods Horn Community Center Member Policy

Contact Information:

Manager Renee Boehman Office (270) 233-5405
Email hcc@stmarywoods.com

Anyone wishing to sign up for a membership should set-up an appointment with the Manager of the Horn Community Center. **All members must sign the required waiver and release of liability form prior to using the facility.**

Hours of Access:

Standard Membership: 4:45 AM until 10 PM

Premium Membership: 24/7 Access to the Horn Community Center

Fee's: Members must be paid in full to be considered active members and use the facility.

Memberships:	Premium	Standard
Monthly	\$15	\$10
Year	\$175	\$115

All members will have to purchase their key to get into the facility.

Keys/Fobs: All Members must purchase a key card or fob. Key cards cost \$5 and key fob cost \$10.

Specials- At any point in the year, the Manager of the Horn Community Center may offer a special price on memberships. Any member with a year membership may purchase their following years membership at this rate only while the special is going on. (For example Fr. Brian's membership will expire May 1, 2019. If there is a special going on January, 2019, Fr. Brian can buy the next year of his membership in January and his new expiration date will be May 1, 2020.) Families are limited to 1 discount per year.

Payments- Any person signing up or renewing a month to month membership must sign up for automatic withdraw. Members signing up for a year membership may pay in cash, check, or with a card. Any annual payments paid with a card will add a \$3 Transaction fee. Checks that bounce back will add a \$35 fee to account that must be paid prior to becoming an active member. Once a payment is made gift cards/discounts will only be accepted to extend the membership length. Payments will not be returned unless it is a mistake made by Horn Community Center Employee.

Standard Membership: Standard Members will have access to the Walking Track, Fitness Center, and Member Locker Rooms. Cards will also be restricted to only access the building from 4:45 am-10 pm. Standard Members will not receive any discounts on St. Mary of the Woods Horn Community Center events. Standard Members must be 18 years old.

Premium Membership: Premium Members will have access to the building 24/7. If the Key Fob System goes out this will be cut down to the same time as standard members. Premium Members

will have access to the courts when they are not used by Trinity, St. Mary, and any other event hosted by The Horn Community Center. Premium Members are eligible to receive discounts on events, classes, and leagues. These discounts will be promoted with the event and must be approved through the Manager of the Horn Community Center.

Guest Membership- Guest memberships will receive the same privilege as the member whom they come with. However, they will not receive any of the discounts for events or leagues. All Guests must be accompanied by an active member of the Horn Community Center at all times. Guest Memberships must be purchased and paperwork signed prior to use of facility. The Manager must approve of a guest membership. It should never just be slide underneath the door.

Entry- Members should always scan in at the fitness center door. Members are to never let someone without an active membership into the gym. Anyone that lets an individual into facility without an active membership will be held liable to pay for any damage caused including but not limited to a lost guest membership fee.

(If the card system goes out ALL members will only have access from 4:45 am-until 10pm.)

Cancellation Policy- Members must give notice of cancellation via e-mail to the Manager of the Horn Community Center at least (30) business days prior to the scheduled monthly debit. Late cancellations may result in a charge of one full month membership. If by reason of death or disability any contract between the Horn Community Center and member should be waived. Any prepaid sum shall be returned. The Manager has the final say on all ending memberships and any prepaid balance.

Member Policies: An honor system is used for the use of the facility. Everyone is expected to follow the policies and rules of the St. Mary of the Woods Horn Community Center. It is the member's responsibility to report any accidents or misconduct within 2 business days of incident. Failure to follow these policies and procedures can result in the termination of membership.

Members shall be deemed in default of this agreement upon the failure to comply with any of the terms and conditions of this agreement, including but not limited to, the obligation to make payments as when they are due. Upon default the Horn Community Center shall have all rights and remedies available to it, including termination of this agreement and institution of an action for all applicable damaged pursuant to this agreement. The Manager of the St. Mary of the Woods Horn Community Center has all rights to terminate and reject any membership at any time for any reason

Parking: can be very limited at the Horn Community Center. Everyone should park in between two white lines in either the Horn Community Center or St. Mary Gym lot. Any ticket or towed car is the responsibility of the individual.

Facility Rules:

- We highly recommend that members use a buddy system in order to promote a safe environment.

- All use of the equipment is done at the member's sole discretion as no training or other supervision will be provided by the Horn Community Center.
- Use of Alcohol and/or Tobacco is not permitted on site.
- Members are expected to wear appropriate attire. Shoes and Shirts are required at all times outside the locker room. Members must have shoes that fully enclose the entire foot and do not mark the floor.
- Members should only use what they have access to with the membership that they purchase. For example, courts are only for premium members. If a standard member is caught using courts they must upgrade membership or pay a \$20 usage fee per time of court use.

St. Mary of the Woods Horn Community Center will have other events that take place in the facility. Members will be restricted to the fitness room during these events. Members should never use their key card to let themselves into the facility for an event. Members found using a card for such purpose will be suspended from the facility until they meet with the Manager of the Horn Community Center.

Enforceability: The Undersigned parties agree that if any provision or portion of this agreement is declared void and unenforceable, such provision or portion of a provision shall be deemed served form this agreement, which shall otherwise remain in full force and effect. Further, if any such provisions or portion of a provision may be reduced, and/ or narrowed in scope, such provision or portion of a provision shall be reduced or narrowed and so enforced. Members specifically waives any right of any type which would invalidate the enforceability of any provision or portion of this agreement.

Governing Law: This agreement shall be governed and enforced in accordance with the Laws of Kentucky.

Members prior to 7-1-19: Any member that had an active membership prior to 7-1-19 will be considered a standard member with premium time access. If they let membership expire they will be required to upgrade to current membership. Any past member that upgrades to a premium may not downgrade back to this grandfather policy.

Horn Community Center Tobacco Free Policy (Effective March 1, 2020)

St. Mary of the Woods Catholic Church, School, Horn Community Center and Trinity High School are Tobacco Free. The use of tobacco and/or alternative nicotine or vapor products as defined in KRS 438.305 is prohibited in or on any property owned. This pertains to all sponsored events and all activities such as sporting events, concerts, receptions, fundraisers and picnics.

Catholic Mutual. . . "CARES"

ADULT HOLD HARMLESS/INDEMNITY AGREEMENT

Ideally, individuals utilizing parish premises for activities that are neither parish sponsored nor affiliated, should be providing the parish with a certificate of insurance naming the parish and the Arch/Diocese as an additional insured. However, in certain instances when groups or individuals do not have insurance, the Adult Hold Harmless/Indemnity Agreement can be used. The Adult Hold Harmless/Indemnity Agreement has not been designed to be a replacement for insurance, but has been developed only for certain situations. Specifically, the Adult Hold Harmless/Indemnity Agreement must be utilized for the following situations that are often encountered by parishes:

1. Adult Athletic Participation - Adults who use or rent the parish gym for "non-parish sponsored" basketball or volleyball must sign the Adult Hold Harmless/Indemnity Agreement. It is not adequate to have one representative of a sports group sign an agreement. Each individual must sign an agreement for the contracts to be valid. Please note that a new agreement does not have to be obtained for each usage of the gym if the gym is being utilized on a seasonal basis. Instead, the parish may obtain one signed agreement per individual, per season.
2. Craft Fairs - Considering that a parish craft fair usually involves a large number of craft vendors, it is impossible to obtain a certificate of insurance from each vendor. Instead, an Adult Hold Harmless/Indemnity Agreement should be distributed with the craft vendors' registration material for the vendor to sign. A craft vendor who does not sign an Adult Hold Harmless/Indemnity Agreement should not be allowed to participate in your parish's craft fair.
3. Other Small Groups - In rare instances, the Adult Hold Harmless/Indemnity Agreement can be used for very small groups that do not have liability insurance. Similar to the adult athletic participation, in these cases an Adult Hold Harmless/Indemnity Agreement must be obtained from each individual of each group who utilizes parish facilities. When dealing with large groups, it is not feasible to have each group member sign an agreement. Considering this, large groups must sign the Facility Usage/Indemnity Agreement, which requires insurance.

The Adult Hold Harmless/Indemnity Agreement is a legal contract between your parish and the individual who signs the agreement. The agreement will effectively bar the signer of the agreement from making a claim against the parish. Please note that the Adult Hold Harmless/Indemnity Agreement is only valid when the signer is at least 18 years of age. The parish should not alter the agreement in any way as an alteration could result in nullifying the legality of the agreement. Original copies of signed Adult Hold Harmless/Indemnity Agreements should be kept in parish files for at least two years. Injuries and accidents are often not promptly reported, necessitating the need for original copies to be maintained.

ADULT HOLD HARMLESS/INDEMNITY AGREEMENT

PARISH: _____
(PARISH is understood to include the Arch/Diocese of _____)

ACTIVITY PARTICIPANT OR FACILITY USER: _____

DATES OF ACTIVITY OR USAGE: _____

TYPE OF ACTIVITY OR USAGE: _____

The above named ACTIVITY PARTICIPANT OR FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named ACTIVITY PARTICIPANT OR FACILITY USER which arise out of the above named ACTIVITY OR USAGE at the above named PARISH.

Additionally, the above named ACTIVITY PARTICIPANT OR FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of the above mentioned ACTIVITY OR USAGE which takes place during the above identified DATE(S) OF ACTIVITY OR USAGE that is brought against the PARISH by the above named ACTIVITY PARTICIPANT OR FACILITY USER or their family members whether such claim arises from the alleged negligence of the PARISH, its employees or agents or ACTIVITY PARTICIPANT or FACILITY USER'S negligence. If any portion of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY: _____

NAME (Please Print): _____

DATE: _____

Contact Sheet and Member Agreement

First Name: _____ Middle Initial: ____ Last Name: _____

Date of Birth: ____/____/____ Circle One: Male/Female

Address: _____ City: _____ Zip code: _____

Phone: (____)-____-____ Email: _____

Membership (circle one) Premium (\$15/\$175) Standard (\$10/\$115)

Access Card (circle one) Key-Card (\$5) or Fob (\$10)

(Members choosing to pay monthly must give a routing and account number.)

By signing below, I acknowledge and agree with the terms and conditions of the St. Mary of the Woods Horn Community Center policies. I agree to abide by them and any new policy put in place by the director. I acknowledge that failure to comply with any of the policies will result in immediate termination of my membership without refund. I agree to pay all cost associated with any damage including any attorney fees and any reasonable expense the St. Mary of the Woods Horn Community Center occurred due to member or members action.

Member Signature _____

Member Printed Name _____ Date ____/____/____

Horn Community Center Authorization for Credit Card Use

PRINT AND COMPLETE THIS AUTHORIZATION AND RETURN.
All information will remain confidential

Name on Card: _____

Billing Address: _____

Credit Card Type: _____ Visa _____ Mastercard _____ Discover _____
AmEx

Credit Card Number: _____

Expiration Date: _____

Card Identification Number: _____ (last 3 digits located on the back of the credit card)

Amount to Charge: \$ _____ (USD) (includes a \$3.00 Transaction Fee)

I authorize The Horn Community Center to charge the amount listed above to the credit card provided herein. I agree to pay for this purchase in accordance with the issuing bank cardholder agreement.

Cardholder – Please Sign and Date

Signature: _____

Date: _____

Print Name: _____

Horn Community Center

Recurring ACH Payment Authorization

You authorize regularly scheduled charges to your checking/savings account. You will be charged the amount indicated below each billing period. A receipt for each payment will be provided to you and the charge will appear on your bank statement as an "ACH Debit". You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

I _____ authorize Horn Community Center to charge my bank account indicated below for \$_____ on the _____ of each month.

This payment is for Fitness Membership with the Horn Community Center.

Billing Information

Billing Address _____ Phone # _____
City, State, Zip _____ Email _____

Bank Details

Checking Savings



Account Name _____

Bank Name _____

Account Number _____

Routing Number _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify The Horn Community Center in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that the Horn Community Center may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$35.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this bank account and will not dispute these scheduled transactions with my bank; so long as the transactions correspond to the terms indicated in this authorization form.

SIGNATURE _____ DATE _____