



# JAMES M. SWIGGART JCC Tennis Center

Office use only  
MEMBERSHIP#: \_\_\_\_\_

NEW  RENEW

*Instructions: Please fill out all required and highlighted fields*

## MEMBERSHIP AGREEMENT

DATE: \_\_\_\_\_ NTRP: \_\_\_\_\_  
NAME (LAST, FIRST, MIDDLE): \_\_\_\_\_ DATE OF BIRTH (DOB): \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
PRIMARY PHONE: \_\_\_\_\_ PRIMARY EMAIL: \_\_\_\_\_

### ADDITIONAL FAMILY MEMBERSHIP INFORMATION: (Dependents must be under age of 19)

SPOUSE (LAST, FIRST, MIDDLE): \_\_\_\_\_ BIRTH DATE: \_\_\_\_\_ SEX:  M  F NTRP: \_\_\_\_\_  
PRIMARY PHONE: \_\_\_\_\_ PRIMARY EMAIL: \_\_\_\_\_

NAME (LAST, FIRST, MIDDLE): \_\_\_\_\_ BIRTH DATE: \_\_\_\_\_ SEX:  M  F NTRP: \_\_\_\_\_

NAME (LAST, FIRST, MIDDLE): \_\_\_\_\_ BIRTH DATE: \_\_\_\_\_ SEX:  M  F NTRP: \_\_\_\_\_

NAME (LAST, FIRST, MIDDLE): \_\_\_\_\_ BIRTH DATE: \_\_\_\_\_ SEX:  M  F NTRP: \_\_\_\_\_

MEMBERSHIP TYPE:  Individual Tennis  Individual Plus Tennis  Family Tennis  Junior Tennis (19 and Under)

INITIAL SALE: Registration Fee: \_\_\_\_\_ Pro-rated Tennis Dues:  Yes  No

FUTURE DUES: Monthly Dues\*: \_\_\_\_\_ Pre-paid Dues (if applicable): \_\_\_\_\_

### AUTHORIZATION FOR PAYMENT:

Upon acceptance of this application by the JCC Tennis Center, I (we) agree to accept the terms and conditions of the membership application and membership agreement. I (we) further agree to pay and authorize the JCC to effect payment for monthly dues by drafting my (our) bank account or by drafting my (our) Visa, MasterCard, Discover or American Express account on the 27th of every month. By selecting electronic funds transfer ("EFT") from my (our) checking account, Visa, MasterCard, Discover or American Express account, I (we) hereby authorize in-house charges and a three percent (3%) convenience fee to be deducted directly from my (our) credit card accepted by the Center on the date of purchase or service and further authorize charges to my (our) account by all persons so authorized above. This authorization is to remain in full effect until the expiration of this Membership Agreement or earlier termination.

AUTOMATIC MONTHLY DEDUCTIONS: (For Dues & Recurring Charges)  VISA  MASTERCARD  DISCOVER  AMEX  BANK

Account Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ CSV: \_\_\_\_\_

Name as it appears on card: \_\_\_\_\_

-OR-

Checking Account Number: \_\_\_\_\_ Routing/Transit number: \_\_\_\_\_

Name of Bank or Branch: \_\_\_\_\_ (Please Attach a Voided Check)

Bank Address: \_\_\_\_\_

SIGNATURE: (Name on Account) \_\_\_\_\_

Allowed to Charge to Account: \_\_\_\_\_ (INITIALS)

### MEMBERSHIP AGREEMENT

This is an agreement for a term as stated above (at the full dues rate stated above). This Membership Agreement is between the JCC Tennis Center and the applicant for membership term and rates identified on this Agreement. This agreement may be terminated as provided in the initial 10-Day Cancellation Policy, or as otherwise set forth below.

\_\_\_\_\_  
(Initials)

#### Initial 10-Day Cancellation Policy

You, the buyer, may cancel this agreement at any time prior to midnight of the 10th calendar day after you have signed this agreement. To cancel this agreement, mailer or deliver a signed and dated notice, via certified mail, which states that you, the buyer, are canceling this agreement, or words of similar effect. Such notice should be sent to the JCC Tennis Center, attn: Membership Office, 350 South Dahlia Street, Denver, CO 80246. If you do not provide timely notice of cancellation of this agreement, you agree to pay all membership fees and other amounts owed for the full term.

### ARTICLE I. MEMBERSHIP

#### Section 1. Eligibility for Membership

All membership agreements must be on forms prescribed by the JCC Tennis Center and are subject to approval by JCC authorized personnel and payment of the required fees.

#### Section 2. Nature of Membership

Membership confers solely the right to use and enjoy the Facilities of the JCC Tennis Center in accordance with the JCC's rules and regulations, as they may change from time to time. "Facilities" is defined as the JCC site or sites included in the membership privileges for the type of membership selected by Member on the front of this Agreement. Membership does not confer any interest in the property or assets of the JCC or any right to participate in the management or operations of the JCC Tennis Center, financially or otherwise.

#### Section 3. Fees and Charges

**Registration Fees.** As a condition of membership, Member shall pay a registration fee to the JCC Tennis Center. The amount, manner and time of payment of such fee shall be established by the JCC and may be changed from time to time. No portion of such fee will be refunded, except as provided in the Initial 10-Day Cancellation Policy as specified in this Agreement.

**Dues.** Member shall pay dues each month pursuant to an electronic funds transfer (EFT) as set forth on this Agreement. The dues for each category of membership shall be subject to change. The amount of such dues will be automatically transferred from Member's bank account or credit card once each month on or after the due date for payment. A convenience fee in the amount of three percent (3%) of all fees shall be charged for members choosing the credit card or debit card payment option. Member will pay the dues of any and all additional members added to the Member's membership.

**House Charges.** Member may elect to establish house charging privileges by providing a credit card or debit card account authorization where indicated on this Agreement. Such account information is stored electronically by the JCC for purchases by Member of in-house goods and services which are billed on the date of purchase and reflected on Member's credit or debit card statement.

**Late or Returned Item Charges; Attorney Fees.** A Late Fee will be assessed for returned checks, insufficient funds, closed accounts, frozen or declined credit cards or similar circumstances, which result in late or delayed payment to the JCC. Member is responsible for providing accurate and updated information on their electronic funds account to ensure timely receipt of payment. The JCC reserves the right to re-attempt collection of Member's outstanding balance until such time as Member's account is current. Member will be responsible for collection costs, including reasonable attorney's fees and costs in the event JCC must turn this matter over for collection, and all past due amounts shall accrue default interest at the rate of one percent (1%) per month.

**Section 4. Facilities/Access**

Unavailability of Facilities. The obligation to pay dues is not dependent on the availability of all JCC Tennis Center Facilities and sites at all times. Repairs, maintenance and other circumstances may make it necessary for the JCC to restrict use of or close one or more of the Facilities. Dues will not be reduced nor suspended during the time when one or more Facilities are not available.

**Section 5. Termination/Death or Disability**

I hereby consent to emergency medical and/or hospital service for the registered minor to physicians in the event such need arises in the opinion of a duly licensed physician.

**Disability or Death.** If Member is unable to use the Facilities as provided herein due to disability or death, he/she or his/her estate may terminate this Agreement and shall be relieved of the obligation to pay for services hereunder, and refunded any amounts prepaid for such services, other than those received prior to death or the onset of disability. As used herein, the term "disability" means a condition that precludes Member from physically using the Facilities as verified in writing by a licensed physician or advance practice nurse.

**Section 6. Changes to Membership Status**

**Membership Type Conversion.** Member may request conversion to another membership type or network by providing written notice to the JCC. All membership conversion requests are subject to approval by JCC Tennis Center management, in its sole discretion, and subject to increased program fees, or membership fees, if any, and may require payment of \$25.

(Initials - I have read and understand the statements in Article I. Membership)

**Article II. RULES AND REGULATIONS**

**Section 1. Registration**

Member must check in each time he/she uses the JCC Tennis Center Facilities.

**Section 2. Attire**

Proper attire is required for participants using the JCC Tennis Center. Shirts and shoes are required in all public and recreational areas. The JCC may prohibit the use of any personal equipment on the premises, including cell phones and cameras.

**Section 3. Damages**

Any damage to the JCC property or to another person on JCC's premises by Member, Member's family members (including dependent children) or guests shall be paid for by Member.

**Section 4. Hours of Operation**

The hours of operation maybe adjusted seasonally and in accordance with the frequency of member usage. The JCC Tennis Center reserves the right to change the operating hours for any reason, including the observance of federal, state and religious holidays.

**Section 5. Minors and Children**

Persons under the age of twelve (12) must be accompanied by an adult member at all times while using the JCC Tennis Center.

**Section 6. Personal Business**

Members may not use the JCC Tennis Center premises for personal business without prior written approval by an authorized representative of the JCC.

**Section 7. Amendment of Rules and Regulations**

The JCC Tennis Center may from time to time adopt rules, regulations or policies amending or supplementing those contained in this Agreement, and all members will be obligated to comply with such rules, regulations or policies. If new or amended rules or regulations are adopted, they will be published as "Additional or Substitute Rules and Regulations" unless they are of such a nature that publication would be inefficient or inappropriate, in which case notice shall be posted or members shall be otherwise advised of the amendment or supplement to the Rules and Regulations as necessary. If any provision of this Agreement or any supplement hereto is ruled invalid or unenforceable as applied to any person or circumstance, all other provisions of this Agreement shall remain valid and enforceable as applied to all other persons and circumstances. Modifications or additions to the preprinted terms of this agreement, other than the completion of existing blanks, are unauthorized and will not be honored by the JCC Tennis Center.

**Section 8. Leave of Absence (LOA).**

Primary member may apply for a temporary LOA for a minimum period of one (1) month and a maximum period of three (3) consecutive months and no more than one LOA request in a twelve (12) month period. Request for LOA be made to the JCC in writing and all membership dues and other unpaid charges must be paid in full. LOA status is subject to JCC approval. During an approved LOA, Member may not use any JCC Tennis Center and is subject to reduced monthly membership dues of \$25 per month. If Member is approved for LOA, the months attributable to the LOA will not be counted toward the Member's contract term. Month-to-Month membership cannot be cancelled off LOA status and Member must reactivate membership for one full month before cancellation can occur. LOA cannot be initiated during the term of any promotion and must have active membership status for 3 consecutive months.

**Section 9. Waiver of Claims/Litigation**

Assumption of Risk, Release and Waiver of Liability; Indemnity. Member knows, understands and appreciates the risks of entry upon and use of fitness facilities and equipment, including but not limited to loss of or damage to personal property, serious or catastrophic personal injuries and death. Member confirms that he/she is voluntarily participating in JCC Tennis Center activities and entering upon and using JCC facilities and equipment, and Member hereby expressly assumes all risk that he/she may suffer personal, bodily or mental injury or death, economic loss or damage as a result of his/her entry upon or use of JCC Tennis Center facilities or equipment or participation in JCC Tennis Center activities. Member acknowledges and agrees that he/she is solely responsible for his/her safe and responsible entry upon and use of the JCC Tennis Center facilities and equipment, whether or not supervised by a JCC representative. In consideration for being permitted to enter upon and use the JCC Tennis Center facilities and equipment and participate in JCC Tennis Center activities, on behalf of him/herself and his/her spouse, children, unborn children, heirs, representatives, guardians, distributees, successors and assigns (the "Member Parties") Member hereby releases and discharges the JCC, including its affiliated organizations, owners, partners, members, directors, officers, employees, contractors, and agents from any and all claims, causes of action or liability for any damages to or loss of property, injuries or death Member may suffer in or about the JCC, resulting from Member's participation in JCC Tennis Center activities, entry upon or use of JCC Tennis Center facilities or equipment, whether or not the same arises out of or results from any act, omission or conduct of any of the JCC Parties, negligent or otherwise. In addition, Member agrees to hold harmless, indemnify and defend the JCC Parties from all claims, demands, causes of action or liability for any loss, damage, or injury to persons or property arising from or relating to Member Parties' entry upon or use of JCC Tennis Center facilities or equipment or participation in JCC Tennis Center activities, including without limitation attorney's fees, expenses, costs and all consequential damages, whether or not resulting from any act, omission or conduct of any of the JCC Parties.

I accept that my ward's participation in this program relieves responsibility of any kind by the Tennis Center and any other entity sponsoring the event. I do hereby for and on behalf of my heirs and legal representatives RELEASE and forever discharge the Tennis Center, its officers and representatives, representatives of the sponsoring entities, or third parties, which injuries may be in any way related to my activities during the program and any period traveling to and from the events described and all such claims are hereby waived and released and covenant not to sue therefore. Additionally I accept and understand that the Tennis Center may use my and/or my child's photo or image in promotional materials. I have read and understand the foregoing release and indemnity agreement.

MEMBER ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND IS AWARE THAT IT CONTAINS A WAIVER AND RELEASE OF LIABILITY AND THAT MEMBER IS GIVING UP SUBSTANTIAL RIGHTS, INCLUDING HIS/HER RIGHT TO SUE. MEMBER IS SIGNING THIS AGREEMENT OF HIS/HER OWN FREE WILL AND INTENDS FOR HIS/HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

**Litigation.** This Membership Agreement is binding on and is the entire agreement between the Tennis Center and you, the Member, and can be modified only in writing. Failure of the Tennis Center to enforce a provision is not a waiver of the JCC's right to enforce the same provision another time. This Membership Agreement can be enforced in the District or County Court for the City and County of Denver, State of Colorado. If the JCC is the prevailing party in any action to enforce this Membership Agreement, it shall be awarded its attorneys' fees and costs incurred in any such action against the Member.

(Initials - I have read and understand the statements in Article II. Rules and Regulations)

I have read the terms of this agreement on the two pages of this document, understand that this is a valid and binding legal agreement, and am to abide and be bound by these terms.

Signature (Primary Member) \_\_\_\_\_ Date \_\_\_\_\_

Parent (Teen Membership) \_\_\_\_\_ Date \_\_\_\_\_

Membership Representative (Print) \_\_\_\_\_ Date \_\_\_\_\_

**Emergency Contact:**

Name \_\_\_\_\_

Relationship \_\_\_\_\_

Phone Number \_\_\_\_\_



## **Waiver, Release of Liability and Assumption of the Risk for JCC Facilities [Covid-19 exposure]**

NOTICE: THIS IS A LEGALLY BINDING DOCUMENT. Read this document carefully and in its entirety. By signing this Waiver, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your participation in the Jewish Community Centers of Denver (JCC) Programs or use of JCC's facilities, including but not limited to the fitness and tennis center.

**The Coronavirus, COVID-19, is an extremely contagious virus that spreads easily. COVID-19 can lead to severe illness, personal injury, permanent disability and death. Participating in JCC Programs or accessing our facilities could increase the risk of contracting COVID-19. The JCC in no way warrants or guarantees that COVID-19 infection or exposure will not occur through participation in our Programs or accessing our facilities. The undersigned participants, parent(s) and/or legal guardian of the participants (individually or collectively "Participants"), are voluntarily participating in the Program with knowledge of the associated risks.**

**Persons who are 65 years or older, have chronic lung disease or moderate to severe asthma, serious heart conditions, are immunocompromised, pregnant, or are determined to be high risk by a healthcare provider are at increased risk. The Participant acknowledges that they may fall within the classification of people who have been identified as Vulnerable Individuals, who may have an increased risk of susceptibility to or complications of COVID-19 due to their age or an underlying medical condition. Vulnerable Individuals voluntarily agree to assume the risks of participating in JCC programs or use of JCC facilities as a Vulnerable Individual.**

By signing this Waiver the Participants agree to comply with all COVID-19 policies, protocols and procedures implemented by the JCC including, but not limited to the following:

- To wear a facemask at all times while on the JCC premises.
- To maintain a social distance of at least six (6) feet from others at all times.
- You are verifying that you have not come in contact with an individual who has tested positive for COVID in the last 14 days when you enter the facility.
- You are verifying that you have not had COVID-19 symptoms, including shortness of breath, fever, and/or sore throat in the last 72 hours before entering the facility.
- Not to use any equipment (fitness machines, tennis rackets, etc.) unless authorized by the JCC and until it has been properly sanitized. All equipment must be sanitized between each use.
- Failure to comply with any of the JCC policies may result in removal from the JCC premises without refund, at the JCC's sole discretion.

The terms of this COVID-19 Waiver are all subject to federal, state and local regulations and are subject to change at any time, with or without advance notice. The JCC facilities may be closed or

use of the facilities may otherwise be changed restricted. JCC cannot guarantee refunds in the event of a cancellation or postponement.

The undersigned, Participant(s), our heirs, beneficiaries and successors, to the fullest extent permitted by law, hereby knowingly, intentionally, and voluntarily forever release, waive, discharge, relinquish and indemnify the Staenberg-Loup Jewish Community Center and the Mizel Center including, without limitation, all of their board members, managers, directors, officers, employees, representatives, agents, affiliates and assigns, from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen sickness, disease, death or other bodily injury and personal injuries, and property damage, which are alleged to result from or may have resulted from exposure or contraction of COVID-19, that may be sustained in any way connected to, related to, or arising out of presence of the participants at the JCC, whether direct or indirect, and/or use of any JCC equipment, facilities or premises. This acknowledgment and assumption of risks and release includes claims resulting from the JCC's negligence of any kind or nature, whether foreseeable or not and includes claims for personal injury or wrongful death (including claims related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim. The undersigned further agrees to RELEASE, defend and indemnify (indemnify meaning protect by reimbursement or payment) and hold harmless the JCC with respect to any and all claims brought by or on behalf of the Participants for any injury, damage, permanent disability, death or other loss in any way connected with the Participants' use of JCC facilities, use of any equipment, facilities or premises and/or brought by a co-participant or any other person for any injury, damage, permanent disability, death or loss to the extent caused by the Participant's conduct in the course of using the JCC facilities and/or using any equipment, facilities or premises. This Waiver includes claims resulting from the JCC's negligence of any kind or nature, whether foreseeable or not. The undersigned understands the JCC does not provide insurance coverage to Participants.

The undersigned have full knowledge of the nature and extent of the risks inherent in JCC Fitness Center and Tennis Center participation and are voluntarily assuming said risks.

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Participant Signature

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Participant Name (Print Clearly)

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Date