

MEMBERSHIP AGREEMENT

I understand that all memberships are non-refundable and non-transferable. I understand that Annual memberships may not be frozen or suspended.

Membership cards are required for facility access. I understand that membership cards remain the property of the WCRC and must be surrendered upon cancellation of membership.

It is my understanding that if I wish to terminate or change my drafting membership in any way, such as changes to my address, name, and/or credit/debit card information, or any other changes, that I must give written notice 15 days prior to my draft date (forms are available at the Member Services Desk).

I understand that I am responsible for paying a \$10 fee for a lost or damaged card.

I understand that a bank or credit card draft is a CONTINUOUS, perpetual membership plan. My membership DOES NOT expire except upon my request. I understand that no refunds are given. It is therefore my responsibility to check my monthly statement and report any corrections within 30-days to the WCRC. I also understand that I will not receive a monthly statement or billing for my membership to the WCRC.

I understand that usage of WCRC facilities after the expiration of my membership may result in the renewal of my membership for one month from the date of the expired pass visit.

Should my membership draft or payment not be honored for ANY REASON, I realize that I am still responsible for that payment plus any additional charges that may occur, including NSF fees. If payment is not received within 30-days, my membership will be terminated immediately. Once the balance is paid, my membership and draft will be reactivated.

RELEASE/LIABILITY WAIVER

Each time I check in to the WCRC I hereby give my consent for participation in the Watauga County Parks and Recreation program. I assume all risks and hazards incidental to such participation, including transportation to and from the program, and do hereby waive, release, absolve, indemnify and agree to hold harmless Watauga County, its staff, its volunteers, and any sponsoring agency for any claim arising out of any loss or injury that the participant might sustain while engaged in this program. I understand that WCRC does not provide insurance and is not responsible for the medical condition of the participant. I agree to the release of photographs of the participant for the promotion of WCRC. I also agree to abide by the no refund, limited special credit and resident/non-resident participation policies. I am responsible for the listing of any medical condition, any limitations and special needs of the participant in the space provided below.

I hereby assume full responsibility for any risk of bodily injury, death, or property damage due to negligence of releases or otherwise while in, about, or upon the premises of WCRC and/or

while using the premises or any facilities or equipment thereon or participating in any program affiliated with the WCRC.

I hereby understand that the WCRC recommends all members check with their healthcare provider before participating in any physical activities.

I understand that the WCRC recommends all members attend equipment orientation before using any equipment or beginning any exercise.

I have read and voluntarily agree to the release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

CODE OF CONDUCT

The WCRC is dedicated to providing a safe and welcoming environment for all members and guests. To promote safety and comfort for all, all individuals are asked to act appropriately at all times when in our facility or participating in our programs.

We expect all members to act maturely, to behave responsibly, and to respect the rights and dignity of others. Our Code of Conduct outlines prohibited action, but the actions listed below are not an all-inclusive list of behaviors considered inappropriate in our facilities or programs.

Use of alcohol or illegal chemicals on WCRC property, in WCRC vehicles, or at WCRC-sponsored programs is strictly prohibited.

All WCRC property has a strict tobacco-free, e-cigs, and vaping-free policy.

Carrying or concealing a weapon or any device or object that may be used as a weapon is strictly prohibited.

Harassment, bullying, or intimidation by words, gestures, body language, or any type of menacing behavior will not be tolerated.

WCRC has a zero tolerance for verbally abusive behavior, including angry or vulgar language, swearing, name-calling, or shouting.

WCRC has a zero tolerance for physical contact with another person in an angry, aggressive, or threatening manner.

Children age 12 and under must be accompanied by an adult (18 years or older) at all times.

Sexually explicit conversation or behavior; and sexual contact with another person will not be tolerated.

Inappropriate, immodest, opaque, or sexually revealing attire is prohibited.

Theft or behavior that results in the destruction or loss of property will result in prosecution.

Loitering within or on the grounds of the WCRC is prohibited.

Solicitation within or on the grounds of the WCRC is prohibited.

In addition, the WCRC reserves the right to deny access or membership to any person who has been accused or convicted of any crime involving sexual abuse, is or has been a registered sex offender, has ever been convicted of any offense relating to the use, sale, possession, or transportation of narcotics or habit forming and/or dangerous drugs, or is presently under the influence of dangerous drugs, chemicals, narcotics, or intoxicating beverages.

Anyone failing to follow posted rules or directions from staff is subject to immediate removal from the premises.

Members & guests are encouraged to take responsibility for their personal comfort and safety by asking any person whose behavior threatens their comfort to refrain from such behavior. Anyone who feels uncomfortable in confronting a person directly should report the behavior to a staff member immediately.

PAYMENT PROCEDURES

PAYMENT OPTIONS:

Annual: yearly payment by cash, check, or credit card. Full amount for 12 months plus the initiation fee is due at the time of membership registration. An invoice will be mailed and/or emailed to renew membership one month prior to expiration date. Annual passes may not be frozen or suspended.

Single Purchase Monthly: Purchase of a single month membership by cash, check, or credit card. Full amount for Monthly rate due at time of purchase. Initiation fee is due at time of initial registration. Purchaser will be emailed a renewal reminder seven days prior to expiration. Visitation of the WCRC facility after expiration of this pass will result in automatic renewal.

Credit or Debit Card Draft (auto bill): Monthly draft from a credit/debit card for the amount of monthly membership dues. Payment for the first month plus the initiation fee is due at the time of membership registration. The draft will begin one calendar month after the initial purchase.

Draft Agreement: I hereby authorize WCRC to initiate debits to the bank or credit card indicated on the attached bank or credit card number for the amount of monthly membership dues. The authority will remain in effect until the WCRC receives 15 days written notice from me of the termination of this agreement, or until the WCRC or bank has given me 30 days written notice of termination of the agreement. The WCRC will mail a 30 day written notification of any change in the amount to be drafted. Should my bank or credit card, for any reason not honor my draft, I understand that I am still responsible for that payment as well as a \$30 service charge. Payment must be made to the WCRC in the form of cash or a money order prior to my next draft. This is in addition to any service fee my bank or credit card company levies against my account.