



SunUte Community Center
 Southern Ute Indian Tribe
 P.O. Box 737 • 290 Mouache Circle • Ignacio, Colorado 81137
www.sunute.com Phone: (970)563-0214 • Fax: (970)563-3684

Received By:
Date Entered:

Member Information

Today's Date _____

Member Name: _____ Birthdate: _____ Gender: _____

Address: _____ City: _____ State: _____ Zip: _____

Municipality: **SUIT Employee** **Ignacio** **Bayfield** **Durango** **Farmington**

Southern Ute Tribal Member Southern Ute Tribal Census # _____

Email: _____ Primary Phone: _____ Secondary Phone: _____

Emergency Contact/ Relationship: _____ **Emergency Phone#:** _____

Tribal Government – Perm/Growth Fund Department: _____

Housing Authority SUCAP – Department: _____ Sky Ute Casino

Current Membership Card Number _____ **Membership Type/Date** _____

Medical Conditions and/or Prescriptions: _____

CO-Member Name: _____ Birthdate: _____ Gender: _____

Southern Ute Tribal Member Southern Ute Tribal Census # _____

Email: _____ Primary Phone: _____ Secondary Phone: _____

Tribal Government – Perm/Growth Fund Department: _____

Housing Authority SUCAP – Department: _____ Sky Ute Casino

Current Membership Card Number _____ **Membership Type/Date** _____

Medical Conditions and/or Prescriptions: _____

Dependent children members of SunUte Community Center:

1.) Name: _____ Birthdate: _____ Gender: _____

Southern Ute Tribal Member Southern Ute Tribal Census # _____

Grade: _____ School Name: _____

Email: _____ Primary Phone: _____ Secondary Phone: _____

Current Membership Card Number _____ Membership Type/Date _____

Medical Conditions and/or Prescriptions: _____

2.) Name: _____ Birthdate: _____ Gender: _____

Southern Ute Tribal Member Southern Ute Tribal Census # _____

Grade: _____ School Name: _____

Email: _____ Primary Phone: _____ Secondary Phone: _____

Current Membership Card Number _____ Membership Type/Date _____

Medical Conditions and/or Prescriptions: _____

3.) Name: _____ Birthdate: _____ Gender: _____

Southern Ute Tribal Member Southern Ute Tribal Census # _____

Grade: _____ School Name: _____

Email: _____ Primary Phone: _____ Secondary Phone: _____

Current Membership Card Number _____ Membership Type/Date _____

Medical Conditions and/or Prescriptions: _____

4.) Name: _____ Birthdate: _____ Gender: _____

Southern Ute Tribal Member Southern Ute Tribal Census # _____

Grade: _____ School Name: _____

Email: _____ Primary Phone: _____ Secondary Phone: _____

Current Membership Card Number _____ Membership Type/Date _____

Medical Conditions and/or Prescriptions: _____

5.) Name: _____ Birthdate: _____ Gender: _____

Southern Ute Tribal Member Southern Ute Tribal Census # _____

Grade: _____ School Name: _____

Email: _____ Primary Phone: _____ Secondary Phone: _____

Current Membership Card Number _____ Membership Type/Date _____

Medical Conditions and/or Prescriptions: _____

Membership Agreement

The undersigned ("Member") hereby purchase a membership from the SunUte Community Center ("Community Center") on the terms and conditions set forth below:

- 1.) This membership entitles the Member to use the Community Center's facilities and equipment during the membership term subject to such rules and regulations as may be in effect at the Community Center. The Community Center's hours and days of operation will be posted and are subject to change without notice.
- 2.) To insure the safe and effective use of the Community Center's facilities and equipment, and Member agree to attend an orientation with a Community Center trainer within thirty (30) days of joining the Community Center as a condition of membership.
- 3.) Member may cancel the Agreement by; I.) Returning this Agreement to the Community Center before the close of business on the 3rd day following the date of this Agreement, either by mail or by hand; II.) After this date, the Member may only cancel the Agreement by giving the Community Center thirty (30) days written notice, by mail or by hand, and having paid all membership fees paid owed through the intended day of termination. Failure to use the Community Center's facilities and equipment will not relieve the Member of his/her financial obligation for payment of membership fees.
- 4.) The Community Center reserves the right to cancel this Agreement at any time, provided, however, that in the event of cancellation of the membership by the Community Center, all future payments under the Agreement shall be waived and any advanced payments shall be refunded.

I, THE UNDERSIGNED, HAVE READ THIS MEMBERSHIP AGREEMENT AND FULLY UNDERSTAND THAT THIS AGREEMENT IS A PROMISE TO PAY FOR A COMMUNITY CENTER MEMBERSHIP, AND FULLY UNDERSTAND THAT THIS AGREEMENT IS A PROMISE TO ABIDE BY THE TERMS SET FORTH IN THIS AGREEMENT.

Member signature: _____ Date signed: _____

Spouse/Co-Member signature: _____ Date signed: _____

Membership Guidelines

To better serve you and your membership needs, please read and obey the following guidelines.

- 1) **Members are required to present their membership card to the front desk at each visit to the community center.**
- 2) Lockers are available to you on a day use basis. You must remove your lock and all items before you leave each day. For your convenience and locker security, please bring your own lock and lock all valuables in your locker. SunUte Community Center is not responsible for lost, stolen or abandoned items.
- 3) Children must abide by the following rules:
 - Ages 13 and over may be unaccompanied in the facility.
 - Ages 8-12 may be unaccompanied by an adult in the pool & gym ONLY.They must be accompanied in all other areas (including the locker rooms) by an adult.
 - Ages 7 and under must be supervised by a responsible adult at all times.
 - The term "Responsible Adult" may include individuals 16 years and older with SunUte management approval.
- 4) Basketballs and volleyballs are available at the front desk for your use at no charge. By checking out the equipment the member assumes responsibility for any and all damages.
- 5) Each member shall have the right to freeze his/her membership for a period of one (1) month, each 3-month term, one (1) time only, for a fee of \$10.00. All members on the membership will be put on freeze at the same time. Upon the expiration of the freeze period, the membership shall resume for the balance of the un-expired term. Medical related freezes can occur for any duration and are not charged a fee but require a doctor's note indicating start and end dates.
- 6) During the current term of a contract, memberships may be converted from a single membership to a couple membership; but not from a couple membership to a single membership.
- 7) Spouses and dependent children 19 years and younger can be added to a membership at any time; however, they must be added from the beginning of the contract term and payment will reflect a full term membership for each addition. Individuals 20 years and older must live in the same household to be on a membership and are considered a 2nd adult not a child for membership purposes.
- 8) SunUte Community Center is a multiuse and common use facility that is shared by both genders. Proper and considerate center etiquette and behavior (as determine solely by the center) is mandatory at all times. Children 5 years of age & over are not allowed in the locker rooms of the opposite sex. Children 4 years and under may be in the locker room of the opposite sex only when under the direct supervision of a parent or responsible adult-and then only for the minimal time necessary. Under all circumstance, parents must be aware of the need to protect the privacy of others. Please see a Manager On Duty for suggestions on how to ease the transition at this age in a way that is comfortable for both you and your child.
- 9) Cell phones with camera abilities are not allowed in the locker rooms and bathrooms at any time. Please be considerate and aware of the need to protect the privacy of others. Anyone caught using their cell phone to take pictures in the locker room or bathrooms will be asked to leave.
- 10) Members are permitted to bring guests provided that the member is responsible for the actions of their guest and guest pay applicable guest fees.
- 11) SunUte Community Center reserves the right to close operations due to necessary repairs/ maintenance in part or in full for a minimum 10 days during any calendar year without compensation to members and guests inconvenienced.
- 12) "SunUte reserves the right to withdraw or suspend membership privileges either temporarily or permanently from any individual or family member who, in the administrator's opinion has conducted themselves in a manner detrimental to the legitimate interest of SunUte and it's members, or who is in arrears in their account."

By my signature I attest that I have received a copy of the Membership Agreement and the Membership Guidelines and agree to abide by them.

Member Signature: _____ Date: _____

Spouse/Co-Member Signature: _____ Date: _____

Liability Release

(PLEASE READ CAREFULLY BEFORE SIGNING)

Agreement for Assumption of Risk, Waiver and Release of Liability, and Indemnification

In consideration of being allowed to use the equipment or facilities or to participate in the activities or programs available at SunUte Community Center, the undersigned agrees that:

1. Assumption of risk. There are inherent dangers associated with the use of the equipment and facilities and participation in the activities and programs available at the Community Center. The risk of personal injury or death from the use of the equipment or facilities or participation in the activities or programs available at the Community Center is significant and includes injuries or death caused by, among other things:

- slipping and falling on wet surfaces,
- overheating or exhaustion due to prolonged use of the sauna or spa or prolonged physical activity in hot weather,
- using the diving board,
- dropping weights,
- falling off cardiovascular equipment while in motion, and
- slipping and falling while participating in recreational activities such as basketball

Potential injuries include but are not limited to:

- heatstroke,
- paralysis,
- concussion,
- cardiovascular attacks,
- body sprains, breaks, or tears, and
- known and unknown physical or medical conditions being made worse by high levels of activity. I knowingly assume all

risks of injury, whether identified above or not, and death that may result from my voluntary choice to use the equipment or facilities or participate in the activities or programs available at the Community Center and I assume full responsibility for my participation.

A. Compliance with rules. I agree to comply with the stated and customary terms, rules, and conditions for use of the equipment or facilities or participation in the activities or programs available at the Community Center. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring the hazard to the attention of the nearest employee immediately.

2. Waiver and release of liability. For myself and my heirs, I hereby waive and release the Southern Ute Indian Tribe d/b/a SunUte Community Center, its Tribal Council members, appointed officials, employees, and agents (collectively "released parties") from all claims, liabilities, causes of action, and damages that in any way arise out of, are connected with, or result from my use of the equipment or facilities or participation in the programs or activities available at the Community Center including but not limited to use of the swimming pool, fitness equipment, and gymnasium. This waiver and release, however, does not apply to claims, liabilities, causes of action, and damages that are caused by the negligence or willful misconduct of the released parties.

A. Agreement to pay costs and attorney fees. For myself and my heirs, I agree that if I make any claim or bring any suit against the released parties that in any way arises out of my use of the equipment or facilities or participation in the activities or programs available at the Community Center, and such claim or suit is determined by a court of competent jurisdiction to have arisen out of the dangers inherent in my use of the equipment or facilities or participation in the activities or programs available at the Community Center rather than out of the negligence or other wrongful action of the released parties, I will pay the costs and attorney fees incurred by the released parties in the defense of such claim or suit, the enforcement of this agreement, and the collection of such costs and attorney fees.

3. Indemnification. I agree to defend and indemnify the released parties for any loss or damage that results from claims or lawsuits for personal injury, death and/or property loss or damage related in any way to my use of the equipment or facilities or participation in the programs or activities available at the Community Center that were not caused by the negligence or willful misconduct of the released parties.

4. Governing law, forum, and non-waiver of immunity. The forum for the resolution of any dispute arising from this agreement shall be the Southern Ute Indian Tribal Court and the governing law shall be tribal law. Nothing in this agreement, however, shall constitute a waiver of any immunity of the Southern Ute Indian Tribe d/b/a SunUte Community Center.

**I am 18 years of age or older and have read and fully understand the significance of this agreement.
Also, I have had an opportunity to ask questions about the meaning of this agreement before signing it.**

Member's Signature: _____ Printed Name: _____

Co-Member's Signature: _____ Printed Name: _____

Participants under 18 years old

For participants under 18 years of age:

I verify that I am the parent or guardian of the participant identified below who is under 18 years of age or the adult in whose care the participant has been entrusted. I have read and understand this agreement. Prior to signing this agreement, I have had the opportunity to ask any questions about this agreement and the Community Center. I understand that (1) the Community Center provides only limited supervision of minors, as provided in the Community Center's membership guidelines and, (2) participants who are under 18 years of age may not always be aware of the inherent risks associated with the use of the equipment or facilities or participation in the activities or programs available at the Community Center. In addition to the terms of the agreement set forth above, therefore, I agree that it is my duty and responsibility, as either a parent or guardian, or as the adult in whose care the participant has been entrusted, to provide supervision in an effort to protect the participant from harm associated with the use of the equipment or facilities or participation in the activities or programs available at the Community Center. By signing below, I am (1) entering into this agreement on my own behalf and on behalf of the participant, (2) representing, if I am an adult in whose care the participant has been entrusted, that I have the authority to sign this document on behalf of the participant, and (3) agreeing to be bound by the terms of this agreement.

Signature of parent, guardian, or responsible adult:

Printed Name: _____

Emergency Phone Number: _____

Date: _____

Printed name of participant(s):
