



KANZA WELLNESS CENTER

Membership application

Membership information		MEMBER ID NO.	DATE
LAST NAME		FIRST NAME	MIDDLE
ADDRESS		CITY, STATE, ZIP	
HOME PHONE	EMPLOYER'S NAME AND PHONE		E-MAIL
SPOUSE'S NAME		SPOUSE'S EMPLOYER AND WORK PHONE	
EMERGENCY CONTACT		RELATIONSHIP AND PHONE	

Dependents Dependents are immediate family members living in the home and claimed on the member's income tax return

DEPENDANT'S NAME	AGE	DEPENDANT'S NAME	AGE
DEPENDANT'S NAME	AGE	DEPENDANT'S NAME	AGE
DEPENDANT'S NAME	AGE	DEPENDANT'S NAME	AGE

Membership type and payment Please check one type and one payment

INDIVIDUAL	FAMILY	KAW NATION MEMBER	KAW NATION EMPLOYEE	CORPORATE	THERAPEUTIC	SWIM TICKET		
IF NATIVE AMERICAN, LIST TRIBAL AFFILIATION				CDIB NUMBER [INCLUDE COPY OF CDIB]				
MONTHLY PLAN		ANNUAL PLAN		AMOUNT PAID		REMAINING BALANCE		
\$	PER MONTH	\$	PAID IN ADVANCE	\$		\$		
RECEIVED BY	CASH	CHECK NO.	CREDIT CARD	VISA	MC	AMEX	DISC	OTHER
							EXP	



KANZA WELLNESS CENTER

Membership agreement

MEMBERSHIP AGREEMENT

1. The Kanza Wellness Center reserves the right to deny or discontinue membership.
2. Monthly memberships shall be automatically renewed on a month-to-month basis with payments due on or before the date due.
3. This agreement provides for the full use of the Wellness Center facilities except as designated by signs posted throughout the facilities or restrictions set forth in this agreement.
4. The buyer agrees to the policies of the Kanza Wellness Center as set forth on the back of this agreement and as may be posted in the facility.

BUYER'S RIGHT TO CANCELLATION AND REFUND

1. This agreement includes a penalty-free cancellation within three (3) working days of its making and refund of all monies paid under the agreement.
2. This agreement may be canceled if the Kanza Wellness Center goes out of business and fails to provide alternative facilities. In such event, only those members who paid in advance for a full year's membership shall be entitled to a refund for the unused portion of the term.
3. This agreement may be canceled if the buyer dies. The buyer's estate must notify the Kanza Wellness Center according to paragraph 4(a) of this agreement at least 30 days of the prevailing monthly membership rate from the time of notification.
4. In the event of the death of the member, this agreement provides that:
 - (a) To cancel this agreement, the buyer's estate shall notify the Kanza Wellness Center, P.O. Box 474, Newkirk, OK 74647, or 3201 East River Road, Newkirk, OK 74647.
 - (b) All monies to be refunded upon cancellation of this agreement shall be paid within thirty (30) days of receipt of the notice of cancellation.
5. This agreement may be canceled if the member relocates more than 25 miles from the Kanza Wellness Center.

NOTICE

ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

LIABILITY/WAIVER OF CLAIMS

It is expressly agreed that all use of the Wellness Center facilities shall be undertaken by the member or guest at his/her own risk, and the Kanza Wellness Center shall not be held responsible for any injuries or damage to any member or guest, or be subject to any claim, demand, injury, losses, expenses or damages. The member or guest, for himself/herself and his/her dependants, and on behalf of his/her executors, administrators, personal representatives, assigns and agents, for all such claims, hereby releases KWC, covenants not to sue KWC, and agrees to hold KWC harmless as to any demand for injuries, damages, actions, losses and expenses.

Applicant's Signature Date

Approved by Date

Spouse's Signature Date

Approved by Date



KANZA WELLNESS CENTER

Policies

By reading and initialing each item, applicant agrees to abide by said policy.

1. Member warrants, represents and agrees that the member is in good physical condition and that he or she has no disability, impairment or ailment preventing him or her from engaging in active or passive exercise or behavior, and otherwise assumes the risk of engaging in such activity. _____ *Initial*
2. Member/guest agrees that use of the Kanza Wellness Center facilities is at his/her own risk, and that the Kanza Wellness Center has made no representations or inducement to member/guest as to the safety of the use of the facilities. Member/guest covenants and agrees not to sue Kanza Wellness Center, the Kaw Nation and any employees for any loss injury or damage that might arise, directly or indirectly, in connection with use of Kanza Wellness Center. Member/guest, for himself and for representatives of any nature, hereby releases Kanza Wellness Center, the Kaw Nation and any employees from all claims, demands or actions of any nature arising from use of the Kanza Wellness Center. _____ *Initial*
3. Membership to the Kanza Wellness Center allows the member access to the facility and the gymnasium at such times these facilities are open (see posted hours of operation). _____ *Initial*
4. All members and guests shall check in at the front desk upon entry to the facility. _____ *Initial*
5. All guests agree to pay the appropriate guest fee upon entering the facility. _____ *Initial*
6. Members and/or guests agree to pay for any damages to any piece of equipment as a result of their carelessness, misuse or abuse of the equipment. _____ *Initial*
7. Hours of operation shall be established by the staff management. _____ *Initial*
8. Changes in membership fee are at the discretion of management and are effective immediately. _____ *Initial*
9. The Kanza Wellness Center reserves the right to deny or discontinue any memberships. _____ *Initial*
10. All pre-paid memberships are non-transferable and non-refundable for any reason, other than those reasons stated in the "Members Right to Cancellation and Refund Policy." _____ *Initial*
11. Members acknowledge that the lockers in the locker rooms are not a foolproof safety storage for valuable items. The KWC is not responsible for any items stolen lost or damaged on the Wellness Center premises. _____ *Initial*
12. Smoking and/or chewing tobacco is not permitted on the premises. Use of alcohol or drugs on the premises is prohibited. _____ *Initial*
13. Staff may test member's swimming ability at any time and may restrict the member's use of the pool based on the outcome of that swimming test. _____ *Initial*
14. **No one** under 10 years of age is allowed in the weight room. _____ *Initial*
15. Member's dependents 10 to 15 years of age may use the weight room equipment **only** if they complete weight room orientation. _____ *Initial*
16. Children under 12 years of age and/or 3 feet, 6 inches tall or shorter **must** be accompanied by an adult at poolside. _____ *Initial*

Please be sure to read and initial all policy items on both sides of this sheet.

KANZA WELLNESS CENTER POLICIES, continued from previous page.
Please be sure all policy items have been read and initialed on both pages.

17. Management reserves the right to revoke memberships should the member not comply with the policies and agreements stated in this application or with the posted KWC rules and guidelines. _____ *Initial*
18. Member acknowledges the right of the Kanza Wellness Center to add or change equipment and/or programs and also acknowledges the right to change hours of operation and establish holiday closings. _____ *Initial*
19. A suspended or terminated account in no way relieves the member of any payment due to the Kanza Wellness Center. _____ *Initial*
20. Programs without sufficient enrollment may be canceled. A refund or credit will be given. _____ *Initial*
21. All programs and activities will end 15 minutes prior to the schedule closing time to allow time to vacate the facility in a timely manner. _____ *Initial*
22. No refund will be given upon a program withdrawal unless it is requested before the first class. _____ *Initial*
23. I understand that there is no lifeguard on duty at certain times. Therefore, I or my guest or dependant(s) will be swimming at his/her own risk. _____ *Initial*
24. I understand that the KWC may restrict access and use to the facilities for health and safety reasons. _____ *Initial*
25. ALL STATEMENTS AND NOTICES SPECIFIED HEREIN APPLY TO ALL MEMBERS. _____ *Initial*
26. All negotiations, consideration and representations between the parties, which are made part of this contract, are incorporated herein. _____ *Initial*
27. Nothing contained in this agreement shall be construed to limit or in any way affect the sovereign rights of the KAW NATION. _____ *Initial*