



# VASHON ISLAND ROWING CLUB

## MEMBERSHIP AGREEMENT

Full Name: \_\_\_\_\_  Male  Female

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ ZIP: \_\_\_\_\_

Date of Birth: \_\_\_/\_\_\_/\_\_\_ Primary Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

US Rowing Membership # \_\_\_\_\_ (USRowing Membership required)

The undersigned ("Member"), desires to become a member of Vashon Island Rowing Club ("VIRC"), and agrees to the following terms and conditions:

1. HEALTH ATTESTATION, Member attests and warrants that they are fully able to participate in an exercise regimen of their design or choosing without undue risk.

2. PAYMENT OF MEMBERSHIP FEES. All payments to VIRC are final and can be made by one of the following options:

- Annual Payment:** See website for current membership dues
- Quarterly Payment:** See website for current membership dues

Member agrees to pay the current Membership Fee (annually or quarterly) by credit card through the VIRC website in advance of participation.

3. TERM. All memberships of VIRC are either quarterly or annual (when paid in full). Annual payments are due in advance by the first day of each year; quarterly payments are due by the first day of each successive quarter. No refunds will apply. Dues **will not** be prorated.

4. DEFAULT/REMEDIES. Any quarterly or annual payment received more than ten (10) days after the due date shall be subject to a late charge of Twenty Dollars (\$20.00).

5. MEMBERSHIP ACCESS. The Member will be issued an access code, which will entitle the Member to enter the premises and enjoy the use and benefit of the VIRC Boathouse and Training Center (referred to as "facilities"). The Member agrees not to allow any other person(s), who are not members of VIRC, access to the facilities using the Member's access code, and the Member will not allow anyone, other than their guest, to enter the Facility along with the Member. The Member agrees to safeguard the identity of the access code. Should Member violate any conditions of Membership Access, the membership may be revoked with no refund, and criminal prosecution may be applicable.

6. GUEST OF MEMBER. Members are permitted to have a guest at the Facilities. Guests who are proficient at rowing may row with coach's permission. The Member is requested to notify the coach in advance of bringing a guest. Guests must abide by all Rules governing use of the facilities and equipment,

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and the Member is responsible for their guest. Guests must sign a liability waiver and pay a daily guest use fee. See website for current rate.

7. USE OF INDOOR TRAINING CENTER. VIRC maintains an unmanned fitness center and, with the exception of any closures for maintenance or any mandatory shutdowns by property management or any governmental authority, is open three hundred sixty-five (365) days a year. VIRC membership includes classes offered at the Training Center. VIRC members have exclusive daily use: Masters 5:30 am – 7:00 am and Juniors 3:00 pm – 5:30 pm, unless posted otherwise.

8. PERSONAL TRAINING. The Indoor Training Center offers no personal training. Should Member wish to make arrangements for personal training with one of the other members who is a trainer or a VIRC coach, such arrangement shall be solely and exclusively between Member and the trainer. All releases and waivers of liability as outlined in Section 8 herein apply to any and all fitness activities in which Member engages, regardless of any arrangement between members for personal training. No member of The Indoor Training Center who is a personal trainer shall represent himself or herself to be an employee or an affiliate of The Indoor Training Center in any way other than as a member of the Facility. No member may use the Indoor Training Center name or Vashon Island Rowing Club logo for any purpose.

9. RELEASE AND WAIVER OF LIABILITY. Member recognizes that there are hazards and risks connected with rowing and physical fitness training. These risks include, but are not limited to, drowning, cardiovascular disorders and heart attack, dehydration, heat exhaustion and musculoskeletal injuries. Exercise beyond one's physical limits and/or accidents involving rowing or exercise equipment may result in serious injury or even death. The Member agrees to defend, indemnify and hold harmless Vashon Island Rowing Club against any loss, damage or expense incurred by reason of any claim or liability based upon personal injury (including death) or property damage arising out of the negligent or intentional action of the Member. The Member further agrees to release Vashon Island Rowing Club and its members, officer, agents, employees and/or affiliates from any and all liability arising out of injury to the Member, and further agrees to defend, indemnify and hold Vashon Island Rowing Club, its members, officers, employees and/or affiliates free and harmless from against the same. The Member acknowledges that surveillance cameras are in use for the protection of the Training Center, its equipment and its members. The Member hereby consents to being photographed and/or recorded for such purposes.

10. RULES AND REGULATIONS. The Member acknowledges that VIRC operates under rules and regulations established for the safety and protection of its members, and agrees to be bound by such rules and regulations, as well by the rules and regulations subsequently approved and posted or otherwise published by VIRC. Such rules and regulations in effect from time to time are incorporated into this Agreement by reference. Facilities, equipment, hours, service, regulations and policies are subject to change from time to time, without prior notice, in the sole discretion of Vashon Island Rowing Club. The Member agrees to accept such reasonable change(s) as a condition of membership.

The Member additionally recognizes:

- A. Under no circumstances shall a Member remove rowing or exercise equipment or use the equipment in any manner not authorized by VIRC.
- B. Boats shall be cleaned as instructed by coaches and all indoor training equipment shall be wiped down after each use.
- C. This membership is for the Member, and Member only, and The Member will not give access to another individual.
- D. The Member will not misuse the equipment at the Boathouse or the Training Center.
- E. All members must be at least eighteen (18) years of age, unless otherwise authorized by VIRC.
- F. Members shall conduct themselves in a quiet, well-mannered fashion so as not to cause any disturbance which may interfere with the use and enjoyment of the Boats, Boathouse or Training Center by any other member. Profanity or indecent language and/or behavior will not be tolerated. Any conduct deemed by Vashon Island Rowing Club, in its sole discretion, to be offensive, potentially harmful,

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dangerous or abusive will not be tolerated, and shall be grounds for termination of Member's membership.

G. Vashon Island Rowing Club shall not be responsible for any lost or stolen items.

H. Member use of the Jensen Point or Training Center restrooms, including showers shall be done in a manner that maintains the sanitary condition.

I. The climate of the Indoor Training Center is set to provide the optimum exercise environment for the majority of its members. Members shall not change or seek to change any environmental controls.

J. Any doors or windows propped open during workouts at the Training Center shall be secured on exit and the building securely locked.

K. The boathouse large doors shall be closed while member is on the water and all doors shall be securely locked at the end of practice.

11. PROHIBITED ACTIVITIES. Alcohol, drugs (including steroids), and smoking are prohibited at the Boathouse and Training Center. Member agrees not to use boats or either facility while under the influence of drugs, alcohol, or medication that may impair Member's ability to operate the equipment. No weapons of any kind are allowed. No photography, videotaping, filming or audio recording is permitted without the express written consent of VIRC. Vashon Island Rowing Club reserves the right, at its sole discretion, to limit the consumption of food or beverages, or to the use of outside equipment within the Boathouse or Training Center. Gambling or gaming is prohibited within both facilities or on the premises.

12. DRESS POLICY. VIRC requires that members wear appropriate clothing and footwear for rowing and while in the Training Center. Street clothing and jeans are not considered appropriate clothing. Street shoes and black-soled shoes are prohibited within the Training Center.

Rowing attire includes propylene or performance wool shirts (no cotton clothing), water-resistant windbreaker (consider high-visibility material), baseball or wool/fleece hat, tight-fitting spandex shorts or leggings, wool, polypropylene, or neoprene socks, shoes that can get wet for water launching.

Training Center attire includes gym shorts, T-shirts, jogging suits, aerobic wear and sweat outfits.

13. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

14. HEADINGS. The headings in this Agreement are inserted for convenience only and shall not constitute a part of this Agreement.

15. BINDING EFFECT. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

16. ENTIRE AGREEMENT. This Agreement, including the schedules, lists and other documents referred to in this Agreement which form a part of this Agreement, embody the entire agreement and understanding of the parties with respect to the subject matter contained in this Agreement. There are no restrictions, promises, warranties, covenants or undertakings, other than those set forth or referred to in this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to each subject matter.

17. GOVERNING LAW. This Agreement, and all documents mentioned herein by reference, shall be governed by the laws of the State of Washington.

18. FURTHER ASSURANCES. The parties agree to execute such further documents as may be necessary, proper or convenient, for the purpose of fully effectuating the terms and conditions of this Agreement.

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19. SUSPENSION AND TERMINATION. I understand that Vashon Island Rowing Club may suspend or terminate my membership at any time, in its sole and absolute discretion, for non-payment of Membership Fees or for violation of any of its policies and procedures, and that in so doing, Vashon Island Rowing Club assumes no further liability to adhere to the terms of this Agreement.

20. ACCEPTANCE OF TERMS. As Member, I understand that I am entitled to use the Boats, Boathouse and Training Center within the scope of the membership described, and that I am obligated to pay my dues and fees regardless of whether or not I use the facilities. I agree to obey all rules, policies, hold harmless agreements and waivers of liability that are associated with this membership. I agree to promptly update Vashon Island Rowing Club of any change in my contact information (including address, telephone number or email address) or change in credit information. I certify that I have read the foregoing Membership Agreement, and that by signing below, I acknowledge that I understand and agree to be bound by all of the terms and conditions hereof. I further acknowledge that a fully executed copy of this Membership Agreement has been provided to me.

**MEMBER**

\_\_\_\_\_

Date: \_\_\_\_\_

**VASHON ISLAND ROWING CLUB**

\_\_\_\_\_

Approved \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

Member's Initial \_\_\_\_\_