



VCU

Recreation and Well-Being

MEMBERSHIP AGREEMENT AND TERMS AND CONDITIONS

Virginia Commonwealth University Department of Recreation & Well-Being

- 1. Voluntary Participation-** My involvement or participation is voluntary and is not requested or required by the University.
- 2. Risk Factors-** I understand and acknowledge that participation in athletic or recreation activities or services or the use of equipment and facilities involves risks including, but not limited to the following: risk of property damage; bodily injury including but not limited to temporary or permanent muscle soreness; sprains; strains; cuts; bone fractures; abrasions; bruises; ligament and/or cartilage damage; head, neck or spinal injuries; paralysis; eye damage; disfigurement; drowning; and possibly death. These risks may result from the use of the equipment or facilities, from the activity itself, from the acts of others or from the unavailability of emergency medical care.
- 3. Assumption of Risk-** I voluntarily and personally assume all risks that may arise out of or result from participation in athletic or recreational activities or the use of equipment, facilities and/or services, regardless of whether such risks are known or unknown, foreseen or unforeseen, disclosed or undisclosed, including but not limited to those risks described above.
- 4. Compliance with Policies and Procedures-** I agree to comply with and abide by all applicable rules, policies and procedures of RecWell and the University. I understand that the safe and proper use of equipment, facilities or participation in the activity is dependent upon carefully following such rules, policies and procedures. RecWell may revoke or terminate my privileges for any violation of such rules and policies.
- 5. Release of Liability-** I hereby release, waive, and discharge the University, and all of its trustees, officers, employees and agents from any and all claims, injuries, causes of action, suits, liability, losses or expenses (including attorney's fees) arising from or in connection with my participation in or use of University recreation activities, services, equipment and facilities.
- 6. Indemnification-** I also agree to indemnify, defend and hold harmless the University, and all of its trustees, officers, employees and agents from any and all claims, injuries, causes of action, suits, liability, losses or expenses (including attorney's fees) arising from or in connection with my participation in and use of University recreation activities, services, equipment and facilities.
- 7. Skill, Ability and Fitness-** I acknowledge that I have the requisite skills, qualifications, physical fitness and ability, and training necessary to properly and safely use the equipment, facilities, and to participate in recreation activities. I agree that if I have any questions as to what skills, qualifications or training is necessary to properly use the equipment, facilities or participate in recreation activities itself, then I will ask the appropriate staff member on site. Furthermore, I certify that I have consulted with a physician to determine any potential conditions that may adversely affect my participation.
- 8. Medical Costs-** I am solely responsible for any and all medical, health, or personal injury or illness costs relating to my participation in or use of University recreation activities, services, equipment and facilities.
- 9. Jurisdiction-** This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia. The parties agree to jurisdiction in the Commonwealth of Virginia and venue in the City of Richmond for any disputes under this Agreement.
- 10. Severability-** If any of the provisions of this Agreement, or portions thereof, are found invalid by a court of competent jurisdiction, the remainder of this Agreement shall nonetheless remain in full force and effect.
- 11. Acknowledgment-** I have read and fully understand this Agreement and realize it relates to surrendering and releasing valuable legal rights and do so freely and voluntarily.

Usage Guidelines

- 1. Organized activities-** Organized activities which are not sponsored by RecWell will not be permitted in any of the facilities without prior written authorization by the Director of RecWell or their designee. The following activities are not permitted other than as provided by RecWell employees or authorized personnel: personal fitness training, swim instruction, group activities, classes or any paid service. RecWell may immediately terminate the membership of a member providing private services within VCU facilities.
- 2. Facility Operation Adjustments-** RecWell's primary objective is to provide recreational and fitness opportunities for VCU students. Members should expect RecWell to adjust operations to best meet the needs of VCU students including, but not

limited to hours of operation, facility closures, and addition/removal of programs. While RecWell will work to meet the needs of its non-student members, it will operate in accordance with the University's academic calendar including closures for recognized holidays, break periods, and inclement weather. No refunds or term adjustments will be given due to such facility closures or adjusted hours.

3. **Holiday Closure-** Recreation & Well Being will be closed yearly on the Thursday, Friday, and Saturday of Thanksgiving week. In addition, VCU RecWell will be closed yearly between December 24th through January 1st. Members are not eligible for refunds or membership term adjustments based on these closures as the cost is built into the cost of membership at the time of sale.

4. **Usage-** Recreation & Well Being membership is not tied to any specific area of the gym; members pay for facility membership as a whole. If a specific area of the gym is closed, we do not refund or negotiate membership terms based on specific area closure.

5. **Parking-** Designated parking is not available at either of RecWell facilities, and RecWell is not responsible for the costs associated with parking, including fines or tickets.

Marketing & Communication

1. **Photography & Filming-** Any use of RecWell facilities for the filming and photography of educational, commercial, or proprietary purposes must be authorized in advance in writing by the Marketing Communications Manager or designee. All authorized individuals must check in at the service desk and present the authorization email. Authorized individuals will be issued a lanyard identifying them as having permission to photograph or video record in the facility and must comply with any restrictions presented by RecWell staff. Individual VCU students, RecWell members, and reservation groups are permitted to take pictures/video of their own participation in RecWell activities for private use as long as their actions are not disruptive in any manner to RecWell normal operations, as determined by RecWell staff, and they do not photograph or record other individuals without permission.

2. **Communications-** RecWell will periodically send important operational information and updates about hours, policies, and/or facility closures. In addition, new members will automatically be added to RecWell's monthly newsletter. Members may opt out of the monthly newsletter by following the "opt-out" link provided in the monthly newsletter. Members may not opt out of the communication list associated with operational emails, such as those relating to hours, policies, and/or facility closures.

3. **Member Contact Information-** Members are required to update their contact information, including emails and phone numbers, on their accounts. Members are responsible for knowing and complying with important communications and announcements periodically sent to member contact information. RecWell is not responsible if a member fails to receive a communication that was sent to the contact information on their account.

Membership Terms

1. **Monthly Billing Membership Terms** – The minimum term for a monthly billing membership is one year (i.e., twelve billing cycles) from the start of membership. Requests for cancellation made before twelve total billing cycles have been completed will not be honored. Monthly billing will occur on the first day of every month. A transition of a monthly billing membership to a single-month membership is not permitted. The monthly billing membership will not automatically terminate after twelve billing cycles and will continue in perpetuity unless we receive a written request by the member to terminate membership. It is the member's responsibility to request cancellation of their monthly membership. By choosing the membership type of monthly billing and signing this Agreement, you authorize RecWell to bill the provided card for each monthly billing cycle.

2. **Single-, Three-, Six-, and Twelve- Month Membership Terms** – Members who choose to purchase a single-, three-, six-, or twelve-month membership package are not eligible for an early cancellation refund of any kind. Additionally, if members purchase three single-month memberships they are not eligible for a refund of the difference in cost between three single-month memberships and one three-month package option. This rule applies to all membership types and eligibility. If members choose to change to a three-, six-, or twelve-month membership option before the terms of their month-to-month membership have been completed they may do so with no penalty but are required to start a three-, six-, or twelve-month membership on the first business day of the next billing month; no prorated amount will be applied, and no refunds will be given. Members who become

a student while in the midst of a pre-paid “term” membership are not eligible for a prorated refund of any kind. Term memberships will not automatically renew.

3. Payroll Deduction Terms - RecWell payroll deduction is offered only to full-time VCU employees who are paid from the University payroll department. The VCU Health System payroll department does not provide payroll deduction. Hourly employees are not eligible for payroll deduction. The use of the payroll deduction option through the choices selected for RecWell membership will be continuous until a member chooses to change the options or cancel the membership. Payroll deduction membership does not correlate to facility use; if a member does not use the facilities, they are not eligible for refunds of any kind regardless of circumstance. If a member ends employment at VCU, their membership will be canceled immediately. Employees on authorized leave of absence must make payment arrangements with RecWell to maintain current membership. Failure to make payment arrangements will result in termination of membership(s).

4. Guest Pass Terms – The fee for a one-day guest pass is \$10 across all eligibility. A guest pass is valid for the calendar day of purchase and not 24-hours from the time of sale. Guests must sign a Liability Waiver, Release, and Assumption of Risk and agree to comply with and abide by all rules, policies and procedures of the Department of RecWell and Virginia Commonwealth University. Alumni, Affiliate, and Community members wishing to purchase a guest pass for their own use must have an active member sponsor their guest pass. The sponsoring member is responsible for all actions of his/her guest; should a guest be suspended for a violation of policies and procedures, the sponsor may also be suspended. Guardians must sign a Liability Waiver, Release, and Assumption of Risk for a minor. Minors with a membership have the ability to sponsor a guardian at the rate of \$10 per day. Guardians assume all responsibility for their minor sponsors. A member has five business days to apply a single \$10 guest pass to the cost of a new membership. Multiple guest passes may not be applied. If the cost of the membership equals less than \$10 at the time of membership purchase, the member may request a refund from the Membership Services Coordinator.

5. Faculty & Staff 30-Day Trial Pass – Faculty & Staff who have never held an active membership (excluding Student Import membership) are eligible for a 30-Day faculty/staff trial pass. This trial does not apply to their dependents. Each faculty and staff member may utilize exactly one 30-day trial pass. If a faculty and staff member leaves the University and returns after any amount of time, they will not be given an additional 30-day trial pass. Members are responsible for programs purchased during their trial period that extend beyond the initial 30 days; refunds will not be given for the remaining programs should the member decide not to continue membership past the 30 days of the trial membership. This trial does not provide access to our Intramural and Sport Club programming, only paying members are eligible to participate on those programs.

6. RamExpress Membership- Ram Express membership is a discounted rate for non-student members who wish to purchase restricted access to our facilities between 6:00 a.m. and 1:00 p.m Mondays through Fridays and all day on Saturday and Sunday. The Ram Express time restriction also applies to our group exercise programs, fitness programs, and OAP programs. RecWell may immediately terminate membership, with no refund eligibility, of members who abuse the Ram Express hours of use by accessing any facility, program, or class beyond their designated Ram Express hours of access.

7. Student Membership- Members who anticipate a change in eligibility to “student” are responsible for requesting membership cancellation; membership cancellation will not happen automatically. Members who become a student while in the midst of a “monthly billing” membership agreement may cancel early without penalty once a successful student import has been run and a new eligibility type of “student” is seen on a member’s account. Members who become a student while in the midst of a pre-paid “term” membership are not eligible for a prorated refund of any kind.

8. Cancellations & Refunds - RecWell does not charge members who utilize the monthly automatic credit card billing system a cancellation fee as long as the terms of their month-to-month contract have been met. Should these members decide to cancel their membership in the middle of the month, the membership will end on the last day of the month. RecWell will not reimburse for unused programs or services if cancellation occurs mid-month. Additionally, RecWell will not reimburse for any unused program packages where an active membership is a prerequisite to program package purchase. Members who opt to purchase a tiered discount package (i.e., single-month, three-month, six-month, and twelve-month) are not eligible for any type of membership cancellation reimbursement regardless of circumstances. Members may request refunds for membership services by contacting the Membership Services Coordinator or designee within thirty (30) days of original purchase. Refunds are not guaranteed. Members who utilize payroll deductions for their membership dues must submit a cancellation request through the Request to Cancel Membership Form on the RecWell website. Members requesting payroll deduction cancellation are also required to fill out the "Payroll Deduction Cancellation Request Form" provided at the end of the aforementioned Request to

Cancel Membership Form. Cancellation requests made mid-pay period will be honored as of the last date of that pay period. Facility access termination will take effect on the same date. Members will receive a confirmation email from RecWell confirming their last day of access and the last paycheck with a RecWell deduction.

9. **Declined Cards** - RecWell may immediately suspend a member's access to all facilities if their monthly billing membership payment is declined. Access will be re-authorized when a valid payment has been updated to their account and all outstanding dues and fees have been paid. If a card is declined for a second billing cycle, the member's account may be immediately terminated. In addition, if the member desires a new membership, they will not be eligible for monthly billing and will be required to purchase their membership in single-, three-, six-, or twelve-month term increments.

10. **Collections of Past Due Balances** - Past-due accounts will be referred to the VCU Collection Unit. Pursuant to applicable Virginia law, VCU will charge interest, costs, and fees on all past due accounts, and an individual's Virginia income tax refund may be subject to the university's claim for any unpaid balance.

11. **Payment Authorization**— By agreeing to the above information, and by signing the agreement below, I authorize RecWell to charge the scanned credit or debit card or process the check provided at the time of purchase. This payment is for gym membership. I understand that this authorization will remain in effect until I cancel it in writing or the terms of the membership are complete. I understand that the monthly payment associated with a monthly billing membership will be charged on the first business day of each month. I certify that I am an authorized user of the payment method and that I will not dispute the payment with my credit card company or bank, so long as the transaction corresponds to the terms and membership indicated.

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RecWell may update, amend, and/or change its terms and conditions for membership at any time.

COVID-19 Policies

1. **Mask Policy**- RecWell may update and amend various policies to align with Federal, State, and/or University guidelines due to COVID-19. Due to the nature of the RecWell facilities and the activities therein, RecWell safety protocols, such as masking, may differ from general university protocols. RecWell members are not eligible for refunds or membership term adjustments based on amended COVID-19 policies.

NAME: _____ **SIGNATURE:** _____ **Date:** _____

Emergency Contact Information

FULL NAME: _____

ADDRESS: _____ **CITY:** _____

STATE: _____ **ZIP CODE:** _____ **PHONE:** _____

Consent and Release on Behalf of Minor:

I am the parent or legal guardian of the above-named minor. I have read and understand the Agreement and realize it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of the Agreement and consent to the minor's participation in the activities described herein.

Signature of Parent/Legal Guardian Consent and Release on Behalf of the Minor

NAME: _____ **SIGNATURE:** _____ **Date:** _____