

# Freestyle Ice Fee Agreement

## Skater Information

Household #

First Name	Date of Birth MM DD YYYY	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Last Name (Family)	Gender	Pass #					
Address			City/Zip				

## Parent/Guardian Information

First Name	Last Name						
Address				City/Zip			
Relationship to participant			Email				
Cell Phone #			Home Phone #				

## Additional Emergency Contact (Optional)

Name	Relationship to participant						
Cell Phone #			Home Phone #				

## Unlimited Ice Fee memberships run for the month

Monthly Fee	
Freestyle Unlimited Ice Fee	\$150 <input type="text"/>

## Billing Information

Credit Card #	First two digits	<input type="text"/>	<input type="text"/>	Last four digits	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Expiration	<input type="text"/>
Check (attach voided Check) <input type="checkbox"/>										
I authorize HEParks to initiate a monthly charge for my dues and purchases to the bank account or credit cards indicated above. This authorization is to remain effective until HEParks has received thirty (30) days written notice from me of its termination.										
Signature						Date				

EFT Start Date	<input type="text"/>
Monthly Total Dues	\$ <input type="text"/>
or	
Pro-rated Amount Due	\$ <input type="text"/>
Total Paid	\$ <input type="text"/>

Sales Associate  Membership Start Date

# TERMS & CONDITIONS—Freestyle Unlimited Ice Use

**MEMBERSHIP:** Unlimited Freestyle Ice Use, from here on referred to as HEParks, is open to all individuals. Sales of memberships are subject to their availability.

**NON-DISCRIMINATION:** It shall be the policy of HEParks to accept applications for membership from any individual, couple or family without regard to race, creed, color, age (over 8), religion, disability, sex or national origin.

**MONTHLY CHARGE:** All dues and Member charges will be payable monthly. Any payment made that is returned invalid or becomes invalid may be assessed a returned item charge of \$20.00. If the payment is invalid, the membership(s) will be suspended and the member (s) will not be allowed to use the facility until all dues are paid. Any member whose account remains unpaid thirty (30) days after the date charged may, at the option of the HEParks, have their Membership privileges terminated. Upon a failure of a Member to make a payment to HEParks for all amounts due, the HE Parks may initiate collection activities on a Member's account. The collection expenses, which will be charged to the Member, shall include a reasonable attorney's fee, court costs and all other expenses incurred by the HE Parks in making the collection. Reactivation of a terminated Membership due to non-payment within one year may be accomplished by paying any unpaid balance from the previous Membership. All dues and monthly charges will be payable monthly and need to be paid in a timely fashion. If the initial payment is invalid or rejected, HEParks reserves the right to make additional attempts to collect the entire amount owed, and to use any payment information on file to collect the monies owed.

**DUES:** HEParks may from time to time increase or otherwise amend the dues, other fees it imposes upon members and guests by giving thirty (30) days prior written notice of the change. The posting of the amendments in conspicuous places in the HEParks will constitute written notice for this purpose. Notice may come in the form of a letter. Long-term agreements are not exempt from periodic dues adjustments. Amendments shall become effective on the date specified on the notice, but in no event will they become effective earlier than the end of the thirty (30) day notice period.

**MEMBERSHIP CARD REPLACEMENT FEE:** Members will pay a \$5.00 fee to receive a new membership card in the event that the membership card is lost, stolen, or destroyed.

**RIGHT TO CANCEL/RESIGN:** A membership cancellation/resignation must be in writing, 30 days prior to the desired termination date and presented at HEParks. Written requests for cancellation/resignation received before or by the 5<sup>th</sup> of the current month will have their final billing during that month. Cancellations/resignations received after the 5<sup>th</sup> of the current month will be responsible for the next month's membership dues as well as the current month. Memberships canceled over the phone or in person at HEParks will not be valid unless a request for termination is in writing and the canceling member has completed the necessary forms. All accrued dues and other charges for which the member is liable to the date of resignation are due upon the effective date of resignation.

Initials

**DEFAULT:** You will be in default on this Contract if you (a) do not follow any of the provisions of this Contract, including without limitation the Rules & Regulations of HE Parks, or (b) repudiate this Contract in writing other than as permitted herein. If you are in default, HEParks may, at its option, (c) deny your membership privileges and (d) accelerate the unpaid balance of any fees or charges so that such unpaid balance is immediately due and payable.

**TERMINATION:** HEParks reserves the right at any time to terminate immediately the membership of any member for failure to comply with the Rules & Regulations adopted by HEParks or conduct which is detrimental to the reputation of HEParks, or to the health and safety of the staff or other members or guests. Failure to satisfactorily complete this fitness assessment and reduce your health risk to an acceptable level is cause for termination as determined by HEParks at its sole discretion. Terminated members will be required to immediately return their membership card(s). The terminated members will remain liable for all membership dues and other indebtedness incurred prior to receipt of the membership card. Membership refunds will not be made unless otherwise required by law.

**DIRECT THREAT TO HEALTH OR SAFETY:** HEParks reserves the right to exclude a member with a disability or other illness from participation if that member's participation would result in a direct threat to the health or safety that cannot be eliminated or reduced to an acceptable level by reasonable modifications to HEParks policies, practices or procedures or by the provision of appropriate auxiliary aids or services. HEParks assessment of this threat will be individualized and based on a reasonable judgement that relies upon current medical evidence or the best available objective evidence. In making this assessment, in its sole discretion, HEParks may require the Member to furnish appropriate medical certification to HEParks.

**RULES & REGULATIONS:** You shall comply with any and all Rules & Regulations of HEParks. The rules contained herein are not inclusive. Amendments to HEParks Terms and Conditions and Rules & Regulations, may be made from time to time as necessary. On all questions regarding the interpretation of HEParks Terms and Conditions or Rules & Regulations, the decision of HE Parks will be final.

**EXTENSION OF MEMBERSHIP TERM:** If a substantial portion of HEParks facilities are unavailable due to an event such as a fire, strike, flood, loss of lease or the like, HEParks shall, in its sole discretion, (a) extend your membership privileges for the period the

facilities are unavailable or (b) arrange for the use of a similar facility in your area.

**SEVERABILITY:** Whenever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law. If there is any provision of this Contract or the application thereof to any party or circumstance, which shall be prohibited by, invalid under acceptable law, such provision shall be ineffective to the minimal extent of said prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Contract, or the applicable of such provisions to other parties or circumstances.

**ENTIRE AGREEMENT:** You understand that this Contract constitutes the entire agreement pertaining to membership and supersedes any other promises, representations or understanding of any kind, whether written or oral, made with respect to the subject matter hereof. This Contract may be modified only by a signed agreement, signed by both parties to this Contract.

**LIABILITY WAIVER:** All exercise and participation is done at the risk of the Member and his/her guest and the HEParks is not liable for personal injury, theft, or loss of personal property. Member acknowledges that HEParks will not accept responsibility for theft or damage to personal property left in a locker. The HEParks suggests that Members do not bring valuables to the HEParks premises.

**COMMUNICATION & MARKETING RELEASE:** As a member utilizing a HEParks facility, may be photographed or videotaped by the HEParks or its assigns and transferees. By signing this agreement you grant permission to HEParks to copyright, use and publish the same in print and/or electronically with or without my name and for any lawful purpose, including for example, publicity, illustration, advertising, program guide, brochures, newsletter, email, digital media boards, website, social media, news releases or other promotional materials. By providing an email address, you give permission to the HEParks to send email to that address regarding events and programs. You understand that if I decide not to receive email, you can unsubscribe at any time using the link in the email. (To review the HEParks Privacy Policy, visit [heparks.org](http://heparks.org).)

**PERMISSION & CONSENT:** Ice-skating is intended to challenge and engage the physical, mental and emotional resources of the participant. Despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury, including but not limited to head injury, neck or back injury, wrist and ankle fractures, and other orthopedic injuries to limbs and joints. All hazards and dangers cannot be foreseen. The very nature of ice-skating is high risk, including but not limited to slip and falls, colliding with other players of varying degrees of skill (including being struck from behind), tripping on irregular ice surfaces, cuts from skate blades, inadequate or defective equipment, ill-fitting skates, failure in supervision or instruction, horseplay, carelessness, poor technique, poor conditioning, rule violations, striking a stationary object, premises defects outside the rink, and all other risks inherent to the sport of ice-skating. In this regard, it must be recognized that it is impossible for HEParks to guarantee absolute safety.

In consideration of Membership and by signing this application, Member hereby assumes all risks associated with the use of the HEParks facilities, waives all rights and rights of Member's heirs, administrators, executors, successors and assigns, and hereby agrees to release the operator, building owner, building manager, and any of its subsidiaries, and the HEParks from and indemnify the HEParks against any and all claims, including, but not limited to personal injury, including bodily injury or death, and all property damage whether or not based on the acts or omission of the HEParks, arising out of or in any way connected with the use of the HEParks facilities by Member, Member's Guest or Invitees. As used herein, the word "The HEParks" means HEParks, its operators, successors, assigns, employees, officers, directors, shareholders, and all persons, corporations, partnerships and other entities with which it is or may in the future become affiliated. The name of HEParks may change from time to time for purposes of marketing only and will not at all release or amend a member's obligation under this agreement. The terms and conditions contained herein, along with the Membership Policies, constitute the full agreement between the HEParks and the Member, and no oral promises made are part of it. I, the undersigned, have read and agree to all the terms & conditions as stated above on this HEParks Membership application and agreement form.

**I, the undersigned, have read and agree to all the terms and conditions as illustrated above and have received a copy.**

Member Signature (if over 16)/date

Parent/Guardian Signature/date



# hoffman estates park district

## Membership EFT Authorization

Household Last Name \_\_\_\_\_ HH# \_\_\_\_\_

Member Name \_\_\_\_\_ Pass# \_\_\_\_\_

Home Address \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

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

### Payment Method For Monthly Dues

Electronic Funds Transfer (Attach Voided Check) \_\_\_\_\_

Account Holder Name \_\_\_\_\_

Bank Name \_\_\_\_\_

Account # Last 4 Digits \_\_\_\_\_

ABA#/Check Digit \_\_\_\_\_

Credit Card

MC

VISA

AMX

DISC

Account Holder Name \_\_\_\_\_

Account Holder Address \_\_\_\_\_

Account # Last 4 Digits \_\_\_\_\_ Exp Date \_\_\_\_\_

I authorize the Hoffman Estates Park District to initiate a monthly charge for my dues to the bank account or credit/debit card indicated above. This authorization is to remain effective until the Hoffman Estates Park District has received thirty days' written notice from me of its termination. Any payments that are declined may be charged a service fee, this service fee will be the maximum amount allowed by law.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Accepted By \_\_\_\_\_

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*Business Use Only*

Processed by \_\_\_\_\_ Date \_\_\_\_\_