

MOUNT HOLYOKE

Department of Physical Education and Athletics
50 College Street, South Hadley, MA 01075-1431
tel 413-538-2310 fax 413-538-2183

MHC EMPLOYEE and EMPLOYEE FAMILY KENDALL SPORTS AND DANCE COMPLEX MEMBERSHIP APPLICATION

INSTRUCTIONS:

Fill out all information on this form, waiver, and rules sheet.

Return completed form to the Kendall Info Desk with payment.

Processing will take 1-2 weeks.

Please paper clip exact cash or check made out to Mount Holyoke College. Please complete waiver and rules sheet.

If you are renewing your card, you may continue to use your old card for up to one month past the expiration date.

Once your application has been processed, you will be notified by email to pick up your card at Auxiliary Services.

Auxiliary Services hours are: Academic Year: M-F 8:30am-5:00pm and Summer 8:30am-4:00pm

MEMBERSHIP QUALIFICATIONS AND COSTS:

* MHC employees may purchase a membership.

* Spouses/significant others and children (16-26 years old) of benefits eligible MHC employees.

The first membership from either employee or employee spouse will cost \$150. The second membership for either employee or employee spouse will cost \$75. Employee children ages 16-26 will cost \$50.

* Cards are valid for one year from date of purchase and must be renewed at the Kendall Complex Info Desk.

GUEST POLICY

Kendall members may bring up to one guest per visit, free of charge and must be accompanied by the member at ALL times.

Kendall members may bring in their own children, free of charge and must be accompanied by the member at ALL times

Please complete the following the information. Incomplete forms will only delay processing.

Date

Name of Applicant Printed

Applicant Signature

Street

Phone

City State Zip

Email

Name of Emergency Contact and relationship to applicant

Emergency Contact Phone

Health Insurance Subscriber's Name

Date of Birth

Affiliation to MHC (check one that applies to you and complete information):

MHC employee: Department _____ MHC ID# (starts with 4 or 5): _____

Spouse of MHC employee: Name of MHC employee _____ MHC Dept _____

Child of MHC employee: Age of child _____ Name of employee _____ MHC Dept _____

For office use ONLY

Dates of New Membership: Beginning date: _____ End date: _____ **Kendall Member Since:** _____

Method of Payment: Amount: \$ _____ cash check check number: _____

Kendall staff signature: _____ **Date:** _____

Kendall Sports and Dance Complex Rules

Only Mount Holyoke College students, MHC employee Kendall members, and Kendall members may utilize the Kendall Sports and Dance Complex and are required to swipe their OneCard at the Kendall Information Desk and at the Kendall Fitness Center at every visit.

Members and guests who utilize the Kendall Complex will be doing so at their own risk. Mount Holyoke College is not responsible for any injury that may occur to individuals participating in any exercise activity. Participation in exercise activity is on a voluntary basis. Consult with your physician before beginning any exercise routine.

All users of the Kendall Complex must abide by all posted rules in all areas.

Only one (1) guest per member allowed. Guests must be accompanied by member at all times.

Smoking and tobacco products are not permitted in the Kendall Complex.

All personal music players must be equipped with headphones.

Personal items, bags and other items are to be stored in lockers or cubby holes only and not on hallway floors. The Kendall Complex is not responsible for lost or stolen items.

Report damaged equipment and injuries immediately to Info Desk worker.

If at any time a member does not comply with the rules and/or the assistant on duty, the member will be asked to leave, and/or his/her fitness center privileges will be revoked. The Info Desk worker and/or the Fitness Center monitor on duty has the right to enlist the help of Campus Security when necessary.

Additional Fitness Area Rules

Proper athletic attire must be worn at all times. Clean sneakers must be worn at all times. Absolutely no sandals, open toed or open-backed, or outside shoes are permitted.

Shirts must be worn. No sports-bras only. No jeans or jean shorts allowed.

Food and gum are not permitted. Only water is permitted, provided it is in a sealable, plastic container.

Wipe down equipment after each use and return weights to racks.

Weights or dumbbells may not be dropped on the floor or benches.

During busy times or whenever someone is waiting for a machine, there is a 30-minute time limit on all cardiovascular equipment.

Report damaged equipment and injuries immediately to the Fitness Center Monitor.

Member Signature: _____

Date: _____

MOUNT HOLYOKE COLLEGE
Assumption of Risk / Release & Indemnification of All Claims / Covenant Not to Sue

This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you may sustain as a result of using Mount Holyoke College facilities or participating in activities or events described below.

Mount Holyoke College is a non-profit educational institution. References to Mount Holyoke College (henceforth referred to as Mount Holyoke) include Mount Holyoke College, its trustees, employees, volunteer workers, students, Student Government Organization and participating organizations, agents and assigns.

I freely choose to participate in the MHC Patron Card Program for one calendar year from date on application, henceforth referred to as the Program.

I understand that Mount Holyoke is not an agent of, and has no responsibility for, any third party including without limitation any sponsor which may provide any services including food, lodging, travel, or any equipment associated with the Program.

I agree that participating in any activity is an acceptance of some risk of injury. I agree that my safety is primarily dependent upon my taking proper care of myself. I understand that it is my responsibility to know what I will need for the Program and to provide what I will need. I agree make sure that I know how to safely participate in any activities, and I agree to observe any rules and practices that may be employed to minimize the risk of injury. I agree to stop and seek assistance if I do not believe I can safely continue in any activity. I agree to limit my participation to reflect my personal fitness level. I agree to wear or use proper protection or gear as dictated by the activity. I will not wear or use or do any thing that would pose a hazard to myself or to others, including using or ingesting any substance which could pose a hazard to myself or to others. I agree that if I do not act in accordance with this agreement I may not be permitted to continue to participate in the Program.

Despite precautions, accidents and injuries can occur. I understand activities I may undertake may be potentially dangerous, and that I may be injured and/or lose or damage personal property as a result of participation in the Program. Therefore **I ASSUME ALL RISKS RELATED TO THE ACTIVITIES** including but not limited to:

X Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury of any nature whether severe or not which may occur as a result of participating in an activity or contact with physical surroundings or other persons; drowning; or as a result of natural disaster or other disturbances.

X Loss or injury or death as a result of a crime or criminal act, terrorism, war, civil unrest, riot, detention, arrest or other act of any government or authority

X Theft or loss of my personal property during the Program

X Alteration including delay, extension or cancellation of the Program due to natural disaster, civil unrest, war, terrorist attack, medical quarantine or any other disturbances or causes.

I further acknowledge that the above list is not inclusive of all possible risks associated with the Program and that the above list in no way limits the extent or reach of this release and covenant not to sue. I further understand that participating in this Program and use of the facilities at Mount Holyoke College is an acceptance of risk of injury or death.

**RELEASE FROM LIABILITY, INDEMNIFICATION AGREEMENT
AND COVENANT NOT TO SUE**

In consideration of Mount Holyoke's permitting my use of their facilities, I the undersigned, to the fullest extent permitted by law, agree to forever release and on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, HEREBY DO FOREVER RELEASE Mount Holyoke from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which I or my spouse, heirs, representatives, executors, administrators and assigns may now have, or have in the future against Mount Holyoke on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to my participation in the Program and/or the use of facilities, equipment, or services in association with the Program howsoever the injury is caused, whether by the negligence of Mount Holyoke or otherwise.

In consideration of Mount Holyoke's permitting my use of their facilities, I, the undersigned, COVENANT NOT TO SUE and agree to INDEMNIFY AND HOLD HARMLESS Mount Holyoke from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my participation in the Program and my use of facilities, equipment, or services in association with the Program. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the Program and the use of facilities, equipment, or services in association with the Program, and that I am voluntarily assuming all risks, whether known or unknown.

I understand that I will be solely responsible for any loss or damage, including death, which I sustain or cause, whether in whole or in part, while participating in the Program and my use of facilities, equipment, or services in association with the Program, and that by this agreement I am relieving Mount Holyoke of any and all liability for such loss, damage or death.

My signature below indicates that I have read, understood, and freely signed this agreement, which shall take effect as a sealed instrument. I further certify that I am at least eighteen years of age and that I am otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement after having carefully read and understood the same, of my own free will. This agreement is made in sole consideration of Mount Holyoke supporting my participation in the Program and my use of facilities, equipment, or services associated with the Program.

This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and I consent to the jurisdiction of said state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under the laws of the Commonwealth of Massachusetts, that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. IN WITNESS WHEREOF, this instrument is duly executed at _____, _____ this day of _____, _____.

AGREEMENT MUST BE WITNESSED IF PARTICIPANT IS OVER 18.

IMPORTANT - READ ENTIRE AGREEMENT BEFORE SIGNING

Participant Signature: _____

Date: _____ day/month/year

Name Printed: _____

Address: _____

Participant Tel. No.: _____

Witness Signature: _____

Witness Name Printed: _____

Address: _____