

# ***Malta City Hall Gymnasium/Weight Room Memberships***

## ***Individual Memberships***

<p><u>Gymnasium Only</u> \$5.00 per month \$50.00 per year</p>	<p><u>Seniors (60+years old)</u> \$3.00 per month \$30.00 per year</p>
<p><u>With Weight Room</u> \$8.00 per month \$85.00 per year</p>	<p><u>With Weight Room</u> \$6.00 per month \$60.00 per year</p>

## ***Family Memberships***

<p>Gymnasium Only \$10.00/month \$110.00/year</p>
<p>With Weight Room \$16.00/month \$180.00/year</p>

***\*\*Gymnasium is still open to public during business hours at no charge.\*\****

# Malta City Hall Gymnasium/Weight Room Memberships

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Cell \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Cell \_\_\_\_\_

Child: \_\_\_\_\_ Child: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Child: \_\_\_\_\_ Child: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

## **Membership Type:**

I am signing up for Individual/Family membership for the Gymnasium/Weight Room. (Circle all that apply)

I agree to pay \$\_\_\_\_\_ monthly or \$\_\_\_\_\_ for one year. Monthly payments are due by the first of each month. Failing to make payment on time will result in deactivation of your key fob. All members need to sign a waiver & agreement provided by the City of Malta.

1. Memberships run from the 1<sup>st</sup> of the month to the end of the month.
2. Memberships are not prorated.
3. Memberships are non-transferable.
4. Absolutely no refunds for unused or terminated memberships.
5. Family memberships are for people who live in the same house. Anyone else is considered a guest.

## **Key Fobs:**

Each member 18 or over will receive a key fob.

There is a \$20.00 refundable deposit for each key fob checked out and returned undamaged.

## **Guests:**

When bringing a guest, you will pay a \$1.00 fee per guest every time, and that the guest must be accompanied by a member. The member is responsible for the guest and any damages that may occur when using the facility. The guest fee payment is on the honor system. However, if it comes to the City's attention that this is being abused, the members key fob will be deactivated. The member will have to go to the City Clerk's Office to find out why the key fob was deactivated. The fob may be reactivated or the membership may be terminated.

I understand that the gym will not be available during Malta Parks & Recreation activities or when it is rented by the public for events. A recreation/events schedule will be posted monthly outside the gym doors.

**I UNDERSTAND THAT ANYONE UNDER 18 YEARS OLD MUST BE ACCOMPANIED BY AN ADULT WITH A MEMBERSHIP IN THE GYMNASIUM AFTER BUSINESS HOURS.**

**ANYONE UNDER 18 YEARS OLD IS NOT PERMITTED TO BE IN THE WEIGHT ROOM.**

I agree to all of these terms and will pay the amount set on this agreement.

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

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

**City of Malta**  
**City Hall Gymnasium/Weight Room**  
**Waiver and User Agreement**

In consideration of being allowed to use the City Hall Gymnasium/Weight Room at 39 South 2<sup>nd</sup> Street East Malta, MT

On my own behalf and/or of my children, I do hereby release and discharge the City of Malta and its present and former officers, directors, agents, employees, successors of the City of Malta and respective legal representatives, beneficiaries, heirs, executors, personal administrators, successors, and assigns (collectively the "Released Parties") of and from all claims including without limitation counterclaims, cross-claims, demands, liabilities of whatever kind, nature or description, known or unknown, direct or indirect which arise from or out of are connected with any injury or loss of my person or property incurred as a result of my use of the City Hall Gym/Weight Room. I fully understand and agree that my use of the City Hall Gym/Weight Room is solely at my own risk. I also fully understand that the City of Malta, and all city employees and representatives shall not be responsible for any personal items left in the City Hall Gymnasium/Weight Room.

Furthermore, I understand that the City Hall Gymnasium/Weight Room may occasionally be closed at which time the facility and exercise equipment will not be available for any use. Management will attempt to post any closures in advance. I also understand that Management may restrict the hours of general operation of the City Hall Gymnasium/Weight Room.

I will not obstruct or tamper with the City Hall/Weight Room Security Cameras. If it is found that I have done so, my key fob will be deactivated and my membership will be revoked. The only way my membership can be reinstated is if I appear before the Malta City Council and request to have my membership reinstated. The Malta City Council will decide whether to reinstate the membership.

I hereby have read the above before signing, agree to abide by the terms stated above. I understand that if I do not abide by the above, my right to use the City Hall/Weight Room will be revoked.

Participant's Name (Please Print): \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

In case of emergency, contact : \_\_\_\_\_ Phone: \_\_\_\_\_

Participant's Name (Please Print): \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

In case of emergency, contact : \_\_\_\_\_ Phone: \_\_\_\_\_

**City of Malta**  
**City Hall Gymnasium/Weight Room**  
**Terms and Conditions**

If you are intending to obtain a Malta City Hall Gymnasium/Weight Room Membership, you should read and understand these Terms & Conditions before you complete and sign the Membership Agreement.

These Terms & Conditions apply to all Members and others using the Malta City Hall Gymnasium/Weight Room.

**Definitions & Interpretations**

In these Terms & Conditions:

“Facilities” include the City Hall Gymnasium/Weight Room as well as the equipment, washrooms and all facilities available at the City Hall.

“Rules” means the Membership Rules. The Rules are posted on the Park & Recreation Bulletin Board and in the Weight Room.

“Terms” means these Terms & Conditions.

Reference to “we” and “us” are references to the City Hall Gymnasium/Weight Room. References to “you” are references to the member.

**Access to the City Hall Gymnasium/Weight Room**

As a member, you are entitled to use the Facilities of the City Hall from 5:00am to 12:00pm and must comply with these Terms and the Rules.

You will be issued a key fob. If it is found that persons other than yourself, persons under 18 years of age and/or not on your family membership are using your key fob, your key fob will be deactivated and your membership will be terminated.

First offence will result in a three-month membership termination.

Second offence will result in a six-month membership termination.

Third offence will result in a twelve-month membership termination.

All offences after that will result in a twelve-month membership termination.

\*In order to have a terminated membership reinstated after each offence the individual will have to appear before the Malta City Council and request that their membership be reinstated.

**The Rules**

The Rules are posted on the Park & Recreation Bulletin Board and in the Weight Room. You should read the Rules and be sure to observe them when you are using the facility.

The member agrees to keep and obey all rules and regulations now in force or in the future prescribed by the City of Malta. For the use of the facility, premises, and equipment therein, and the City of Malta reserves the right to terminate this membership for cause if Member fails to keep and obey any of such rules and regulations. Absolutely no refunds for unused or terminated memberships.

We reserve the right to change the Rules from time to time. Any change will be posted on the Park & Recreation Bulletin Board and in the Weight Room at least 14 days before it comes into effect. You should check for posting of any changes and if you have any concerns with regard to any changes in the rules, please contact the City Clerk’s Office.

**Your Health and Physical Condition**

You confirm to us that you are in good physical condition when obtaining the membership and whenever you use the Facilities and that, you are not aware of any medical or other reason that might be detrimental to your health, safety, comfort or physical condition.

## ***Malta City Hall Gymnasium/Weight Room Rules***

1. After business hours, use of the City Hall Gymnasium is only for the exclusive use of those who have signed a City Hall Gymnasium/Weight Room Waiver & Agreement, and who will gain entry via a key fob. I will shut the door upon entry into City Hall, and will not prop the door open.
2. I will not allow any one into the City Hall Gymnasium/Weight Room other than myself or persons listed on my membership.
3. I understand if persons other than myself, persons not listed on my family membership, persons under 18 years of age are using my key fob to enter the City Hall/Weight Room, my key fob will be deactivated and my membership will be terminated.
4. I will not obstruct or tamper with the City Hall Gymnasium/Weight Room Security Cameras. If it is found that I have done so, my key fob will be deactivated and my membership will be terminated.
5. I will not smoke, drink alcohol or do illegal drugs in the City Hall Gymnasium/Weight Room. If I am caught smoking, drinking alcohol or doing illegal drugs in the City Hall Gymnasium/Weight Room, my key fob will be deactivated and my membership will be terminated.
6. I will not bring food or beverages into the City Hall Gymnasium/Weight Room, with the exception of plastic water bottles, which are permitted.
7. I will wear proper exercise attire at all times (a minimum of shorts, shirt, and athletic shoes).
8. I will only use the exercise equipment for its proper intended use.
9. I will rack the weights after I have used them.
10. I agree to only use music equipment within reason.
11. I agree to not remove any exercise equipment/City property from the City Hall Gymnasium/Weight Room. If it is found that I have done so, my key fob will be deactivated, my membership will be terminated, and law enforcement may become involved.
12. I will not use oil on my body while using the equipment.
13. I will limit my use of any piece of equipment to thirty (30) minutes if anyone else wishes to use that piece of equipment.
14. I will not intentionally drop any weight.
15. I will wipe off equipment after I use it, and maintain the workout area and cleanup after myself.
16. I will turn off the lights when I leave the City Hall Gymnasium/Weight Room unless others are present.
17. I hereby certify that I am over the age of eighteen (18).
18. I understand no one under the age of eighteen (18) years old is allowed in the Weight Room.
19. I understand that I may have guests and my guest will be required to sign a waiver, which is valid for one year. My guests must also pay \$1.00 each per time when accompanied by a member to use the facility.
20. I understand that any of my family members under 18 years old must be accompanied by an adult who has a membership in the gymnasium after business hours.
21. I am responsible for any damages that occur from myself, family member, and/or guest. If I find damaged equipment, I will report it as soon as possible to a city official.
22. I must be current on my membership fees or my key fob will be deactivated.
23. **The person assigned the key fob is responsible for any damage that occurs.**
24. I understand the City of Malta has the right to terminate my membership if I am found to be in violation of the rules.
25. Absolutely no refunds for unused or terminated memberships

**Participant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Participant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_