



## University of South Dakota Wellness Center

1031 North University  
Vermillion, SD 57069

### Member Application—Member Information

*Please print legibly*

Name:

Primary Phone:

Are you employed by USD?

☐ Yes ☐ No

Physical Address:

City:

State:

Zip:

Email Address:

Please send me the monthly newsletter: ☐ Yes ☐ No

Please contact me regarding setting up a new member orientation. ☐ Yes ☐ No

*\*New members only. Includes equipment orientation!*

**lease list ALL individuals in your family, regardless of membership type, to ensure we have waivers on file for everyone.**

Primary Member Listed Above	Family 1	Family 2	Family 3	Family 4
	Relationship:	Relationship:	Relationship:	Relationship:
Birthdate:	Birthdate:	Birthdate:	Birthdate:	Birthdate:
ID #:	ID #:	ID #:	ID #:	ID #:

*Only list ID # if affiliated with USD and already have an ID card.*

Emergency Contact:

Relationship:

Phone #:

#### Membership Option

	Community		Faculty/Staff Benefit Eligible	
Membership Type	Monthly	Annual	Monthly	Annual
Single	\$45.00	\$495.00	\$ 22.50	\$ 247.50
2 Person Family	\$75.00	\$825.00	\$ 37.50	\$ 412.50
3+ Person Family	\$90.00	\$990.00	\$ 45.00	\$ 495.00

**\*Parking not included. Visit USD Business Office to purchase pass.**

#### \*\*\*FOR OFFICE USE ONLY\*\*\*

Payment type: ☐ EFT (Voided check required)

☐ Cash ☐ Check ☐ CC

Routing #

Account #

☐ Payroll Deduct (USD Benefit Eligible only)

***Please initial where indicated to show that you & all listed members will comply with each of the following policies.***

**Initial:**

## **Payment & Cancellation Policy**

I agree to the selected payment plan as a member of the USD Wellness Center. I authorize the USD Wellness Center to make payment for monthly membership dues from the account listed. I understand that I control the payments. I accept the following resignation policy:

- **Monthly Memberships** - If at any time I wish to discontinue my membership, I will provide written notice by the last day of the month in which I want to resign or change membership type or status. If I miss the deadline, I accept responsibility for membership dues for extra months. NSF charges will apply to returned EFT payments.
- **Annual Memberships** - ***There are no refunds of any kind.*** Annual Automatic Deductions will automatically renew unless I notify the Wellness Center of the wish to cancel or change plans or payment method by the last day of my agreement. Membership fees are subject to change at the discretion of USD Administration. Members will be notified in advance of any changes in the cost of their membership.
- **Faculty Staff Memberships**—The portion of the Wellness Center membership discount for USD employees is treated as a taxable benefit. USD Human Resources will make quarterly payroll entries to reflect this requirement.
- I understand that as a member of the USD Wellness Center I must follow all USD rules and regulations. I acknowledge that as a member I will be issued a USD Wellness Member Identification card. I also understand that I must have this card present to utilize the facility and failure to do so will result in denied access, a replacement fee of \$20, or payment for a \$10 guest pass.

**Initial:**

## **Facility Use Guidelines**

*Failure to follow these guidelines of the USD Wellness Center will result in you being asked to leave the facility and/or your privileges may be revoked. For additional information, please visit The Wellness Center website at [www.usd.edu/wellness](http://www.usd.edu/wellness) or call 605-677-8803*

- You **MUST** have a USD or membership ID card to participate in the Wellness Center programs and equipment. The Wellness Center reserves the right to refuse admittance to or request that an individual leave the Center.
- Children 13 years and younger **MUST** be accompanied by a parent at **ALL** times.
- Children 14 years and older may enter The Wellness Center with their own membership ID card.
- Participation is at your own risk.
- All facilities should be used for their intended purpose. Modification of equipment or facilities is prohibited unless under the supervision of The Wellness Center staff.
- Proper athletic shoes are **REQUIRED** at all times. No sandals. Wear proper attire while exercising. Torso must be covered.
- The use of cellular telephones, cameras, and other devices with photographic or video capabilities is not permitted in the locker rooms or in fitness areas, unless approved by Wellness staff.
- No profane or offensive language in the facility
- Wipe off all equipment when you are done using it. Replace all weights when finished. **DO NOT DROP THE WEIGHTS.**
- Work-in with others to maximize usage in all fitness areas.
- Report any injury incurred in The Wellness Center fitness areas to a specialist or to the front desk.
- Report any fitness equipment that is loose or broken to a fitness specialist or to the front desk.
- To cancel membership, please inform the office desk by the last day of the month.

### **NOTICE OF NON-DISCRIMINATION**

The University of South Dakota is committed to nondiscrimination on the basis of race, sex, national origin, disability, religion, age, sexual orientation, or other non merit reasons, in admissions, educational programs or activities and employment (including employment of disabled veterans and veterans of the Vietnam Era), as required by applicable laws and regulations. Responsibility for coordination of compliance efforts and receipt of inquiries, including those concerning Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, has been delegated to the Director of Disability Services, 119B Service Center North, USD, Vermillion, SD 57069. Phone: 605-677-6389 Fax: 605-677-3172 Email: [dservice@usd.edu](mailto:dservice@usd.edu)

# University of South Dakota Wellness Center

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT AND CONSENT TO MEDICAL TREATMENT

I understand that the use of the Wellness Center and DakotaDome pool have inherent dangers, and may cause serious injury, damage to me person and/or property, and/or possible death. I fully assume all of the risks associated with the use of the Wellness center, including, but not limited to: negligence in design, maintenance, supervision, instruction or warning; inadequate safety equipment; the negligence of other users of the facility; misuse of the facility or its equipment by myself or others; surface hazards (slips, trips, and falls); collision with fixed or moving objects; and known and unknown physical weaknesses, frailties, diseases, and/or conditions which may cause or contribute to injuries, damages to my person or property, and possible death.

Types of injuries associated with physical activity include, but are not limited to: sprains, strains, contusions, fractures, joint dislocations, concussions, other types of musculoskeletal injuries, heart attacks, strokes, other types of ailments, and in rare cases, death. Furthermore, certain factors may increase the risk of injury. These risk factors include any form of tobacco, alcohol, or drug lifestyle, along with having a family history of any cardiovascular disease. The USD Wellness Center strongly recommends that if any individual has more than one of these risk factors that they seek the advice of a physician before becoming a member and beginning an exercise program. The further reduce the risk of injury; all individuals should begin new exercise programs at low levels of intensity and gradually increase the demands of exercise.

I understand that certain factors may increase the risk of suffering some type of injury. I further understand that I should cease exercising and/or activity and contract my physician if I experience any problems before, during, or after exercise sessions, including, but not limited to: dizziness, fainting or feelings of fainting; impaired vision; pain in the chest, neck, jaw area, or in the arms; shortness of breath; swelling in any of the joints; or unusual fatigue.

By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:

1. Waive any and all claims or causes of action against and release from liability the State of South Dakota, its officers, employees, and agents for any liability for injury, property damage, property loss, property theft, or death due to my use of the USD Wellness Center's facilities, equipment, and services.
2. Agree to indemnify and hold harmless the State of South Dakota, its officers, employees, and agents for any claims, causes of action, or liability to any other person arising from my voluntary participation in the Wellness Center activities, including payment of reasonable attorney fees; and
3. Consent to receive any medical treatment deemed advisable during my participation in the activity listed above.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT AND CONSENT TO MEDICAL TREATMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Each adult should sign the area below to accept the waiver:

Name *(Please Print)*

Name *(Please Print)*

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

# University of South Dakota Wellness Center

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT AND CONSENT TO MEDICAL TREATMENT

By our signatures below, we acknowledge that we are aware of, appreciate the character of, and voluntarily assume the risks involved in participating in all activities associated and available at the University of South Dakota Wellness Center and DakotaDome pool. Under certain circumstances, adopting an exercise program has some inherent risks. A medical examination is encouraged prior to starting an exercise program.

By our signatures below, on behalf of ourselves, our heirs, next of kin, successors in interest, assigns, personal representatives, and agents, we hereby:

1. Waive any claim or cause of action against and release from liability the State of South Dakota, its officers, employees, and agents for any liability for injuries to person or property resulting from participation in the activity listed above;
2. Agree to indemnify and hold harmless the State of South Dakota, its officers, employees, and agents for any claims, causes of action, or liability to any other person arising from my voluntary participation in the Wellness Center activities, including payment of reasonable attorney fees; and
3. Consent to receive any medical treatment deemed advisable during participation in the activity listed above; and
4. Acknowledge that we are signing below as a minor child and as the parent or legal guardian of the minor child named below.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT AND CONSENT TO MEDICAL TREATMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

*Please Print*

Minor's Name                      Date of Birth

Minor's Name                      Date of Birth

Minor's Name                      Date of Birth

Minor's Name                      Date of Birth

Guardian's Name: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Guardian's Signature \_\_\_\_\_

Guardian Phone \_\_\_\_\_