

**Kanza Wellness Center  
Membership Application**

**Member information**

Today's Date \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Work phone \_\_\_\_\_ Employer \_\_\_\_\_

Emergency Contact Person \_\_\_\_\_ Relationship \_\_\_\_\_ Phone # \_\_\_\_\_

Spouse Name \_\_\_\_\_ Employer \_\_\_\_\_ Work Phone \_\_\_\_\_

Dependent's Names 1) \_\_\_\_\_ age \_\_\_\_\_ 2) \_\_\_\_\_ age \_\_\_\_\_ 3) \_\_\_\_\_ age \_\_\_\_\_

4) \_\_\_\_\_ age \_\_\_\_\_ 5) \_\_\_\_\_ age \_\_\_\_\_ 6) \_\_\_\_\_ age \_\_\_\_\_

(A dependent is defined as a member of the immediate family residing in the home that is claimed on the member's income tax return)

**Membership Type (please check one)**

Individual: \_\_\_\_\_ Family: \_\_\_\_\_ Kaw Nation Member: \_\_\_\_\_ Kaw Nation Employee: \_\_\_\_\_

Corp: \_\_\_\_\_ Therapeutic: \_\_\_\_\_ Swim Ticket: \_\_\_\_\_

If Native American what is your Tribal Affiliation: \_\_\_\_\_ Copy of CDIB \_\_\_\_\_

**Payment:**

Monthly Payment Plan: \_\_\_\_\_ Payable by the Mth.

Annual Payment Plan: \_\_\_\_\_ Paid in Advance.

Amount Paid Today: \_\_\_\_\_ Received by: \_\_\_\_\_ Method of Payment: Cash: \_\_\_\_\_ Check: \_\_\_\_\_ C/Card \_\_\_\_\_

**Membership Agreement**

1. The Kanza Wellness Center reserves the right to deny or discontinue membership.
2. Monthly memberships shall be automatically renewed on a month-to-month basis with payments due on or before the date due.
3. This agreement provides for the full use of the Wellness Center facilities except as designated by signs posted throughout the facilities or restrictions set forth in this agreement.
4. The buyer agrees to the policies of the Kanza Wellness Center as set forth on the back of this agreement and as may be posted in the facility.

**Buyer's Right to Cancellation and Refund**

1. This agreement includes a penalty-free cancellation within three (3) working days of its making and refund of all monies paid under the agreement.
2. This agreement may be cancelled if the Kanza Wellness Center goes out of business and fails to provide alternative facilities. In such event, only those member that paid in advance for a full year's membership shall be entitled to a refund for the unused portion of the term:
3. This agreement may be cancelled if the buyer dies. The buyers' estate must notify the Kanza Wellness Center according to paragraph 4 (a) of this agreement at least 30 days of the prevailing monthly membership rate from the time of notification.
4. In the event of the death of the member, this agreement provides that:
  - (a) To cancel this agreement, the buyer's estate shall notify the Kanza Wellness Center, P.O. Box 474, Newkirk, OK 74647 or 3201 East River Road, Newkirk, OK 74647.
  - (b) All monies to be refunded upon cancellation of this agreement shall be paid within thirty days of receipt of the notice of cancellation.
5. This agreement may be cancelled if the member relocates more than 25 miles from the Kanza Wellness Center.

**Notice**

**ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**LIABILITY/WAIVER OF CLAIMS**

It is expressly agreed that all use of the Wellness Center facilities shall be undertaken by the member or guest at his/her own risk, and the Kanza Wellness Center shall not be held responsible for any injuries or damage to any member or guest, or be subject to any claim, demand, injury, losses, expenses, or damages. The member or guest, for himself/herself and his/her dependants, and on behalf of his/her executors, administrators, personal representatives, assigns and agents, for all such claims, hereby releases KWC, covenants not to sue KWC, and agrees to hold KWC harmless as to any demand for injuries, damages, actions, losses, and expenses.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

## KANZA WELLNESS CENTER POLICIES

1. Member warrants, represents and agrees that the member is in good physical condition and that he or she has no disability, impairment or ailment preventing him or her from engaging in active or passive exercise or behavior, and otherwise assumes the risk of engaging in such activity. \_\_\_\_\_ **Initial**
2. Member/guest agrees that use of the Kanza Wellness Center facilities is at his/her own risk, and that the Kanza Wellness Center has made no representations or inducement to Member/guest as to the safety of the use of the facilities. Member/guest covenants and agrees not to sue Kanza Wellness Center, The Kaw Nation and any employees for any loss injury or damage that might arise, directly or indirectly, in connection with use of Kanza Wellness Center. Member/guest for himself and for representatives of any nature hereby releases Kanza Wellness Center, the Kaw Nation and any employees from all claims, demands or actions of any nature arising from use of the Kanza Wellness Center. \_\_\_\_\_ **Initial**
3. Membership to the Kanza Wellness Center allows the member access to the facility and the Gymnasium at such times these facilities are open (see posted hours of operation). \_\_\_\_\_ **Initial**
4. All members and guests shall check in at the front desk upon entry to the facility. \_\_\_\_\_ **Initial**
5. All guests agree to pay the appropriate guest fee upon entering the facility. \_\_\_\_\_ **Initial**
6. Members and/or guests agree to pay for any damages to any piece of equipment as a result of their carelessness, misuse or abuse of the equipment. \_\_\_\_\_ **Initial**
7. Hours of operation shall be established by the staff management. \_\_\_\_\_ **Initial**
8. Changes in membership fee are at the discretion of management and are affective immediately. \_\_\_\_\_ **Initial**
9. The Kanza Wellness Center reserves the right to deny or discontinue any memberships. \_\_\_\_\_ **Initial**
10. All Pre-paid memberships are non-transferable and non-refundable for any reason, other than those reasons stated in the "Members Right to Cancellation and Refund Policy". \_\_\_\_\_ **Initial**
11. Members acknowledge that the lockers in the locker rooms are not a foolproof safety storage for valuable items. The KWC is not responsible for any items stolen lost or damaged on the wellness center premises. \_\_\_\_\_ **Initial**
12. Smoking and/or chewing tobacco is not permitted on the premises. Use of alcohol or drugs on the premises is prohibited. \_\_\_\_\_ **Initial**
13. Staff may test members swimming ability at any time and may restrict the member's use of the pool based on the outcome of that swimming test. \_\_\_\_\_ **Initial**
14. No one under the age of 10 allowed in the weight room. \_\_\_\_\_ **Initial**  
Member's dependents age 10-15 may use the weight room equipment only if they complete weight room orientation. \_\_\_\_\_ **Initial**
15. Children under twelve (12) years of age &/or 3-1/2 feet tall or shorter must be accompanied by an adult at the poolside. \_\_\_\_\_ **Initial**
16. Management reserves the right to revoke memberships should the member not comply with the policies and agreements stated in this application or with the posted KWC rules and guidelines. \_\_\_\_\_ **Initial**
17. Member acknowledges the right of the Kanza Wellness Center to add or change equipment and/or programs and also acknowledges the right to change hours of operation and establish holiday closings. \_\_\_\_\_ **Initial**
18. A suspended or terminated account in no way relieves the member of any payment due to the Kanza Wellness Center. \_\_\_\_\_ **Initial**
19. Programs without sufficient enrollment may be cancelled. Refund or credit will be given. \_\_\_\_\_ **Initial**
20. All programs & activities will end 15 minutes prior to the schedule closing time to allow time to vacate the facility in a timely manner. \_\_\_\_\_ **Initial**
21. No refunds on program withdrawal unless requested before the first class. \_\_\_\_\_ **Initial**
22. I understand that there is no lifeguard on duty at certain times and therefore I or my guest or dependant(s) will be swimming at his/her own risk. \_\_\_\_\_ **Initial**
23. I understand that the KWC may restrict access and use to the facilities for health and safety reasons. \_\_\_\_\_ **Initial**
24. ALL STATEMENTS AND NOTICES SPECIFIED HEREIN APPLY TO ALL MEMBERS. \_\_\_\_\_ **Initial**
25. All negotiations, consideration, and representations between the parties, which are made part of this contract, are incorporated herein. \_\_\_\_\_ **Initial**
26. Nothing contained in this agreement shall be construed to limit or in any way affect the sovereign rights of the KAW NATION. \_\_\_\_\_ **Initial**