

Pinedale Aquatic Center Household Information

Household information must be updated annually at the beginning of each school year or when info changes

Membership Plans	Monthly	10 Punch	3mo.	6mo.	1yr.
Sublette County Youth (5-18)	FREE (expires July 31 st . Household info must be updated to renew)				
Adult (19-59)	\$40	\$40	\$110	\$210	\$400
Couple**	\$75	NA	\$210	\$400	\$700
Senior (60+)	\$23	\$23	\$65	\$120	\$225
Adult School Year Pass	\$300 (9 month pass valid Sept 1- May 31)				
Super Senior (75+)	FREE				

Payment Information

- **ALL MEMBERSHIPS AND PASSES ARE NON-REFUNDABLE AND NON-TRANSFERABLE.**
Pass prices account for any scheduled and unscheduled closures during the year. Card replacements are \$2.
- Punch Passes expire 2 years from purchase date
- Payment is due **in full** upon enrollment. Cash or MC/Visa accepted.
- **Military Discounts available**

**A Couple is defined as two adults (19+) who are legally married. If requested, proof may include a marriage license or an IRS tax return.

PLEASE COMPLETE THE BELOW INFORMATION COMPLETELY

INCLUDE SPOUSE AND DEPENDENT CHILDREN ON THIS FORM EVEN IF YOU ARE NOT PURCHASING ANYTHING FOR THEM AT THIS TIME

PLEASE INFORM US IF ANY INFORMATION CHANGES SO THAT WE MAY UPDATE OUR SYSTEM

Primary Responsible Party
Name: _____
Mailing Address: _____
City: _____ State: ____ Zip: _____
Reside within Pinedale town limits? ___ Yes ___ No
Phone #s: Cell: _____
Work: _____
Email: _____
Birthdate: _____ Age: _____ Gender: M / F
Driver's License # / State / Expiration Date: _____

Spouse (Legally married as defined by WY law)
Name: _____
Mailing Address: _____
City: _____ State: ____ Zip: _____
Phone #s: Cell: _____
Work: _____
Email: _____
Birthdate: _____ Age: _____ Gender: M / F
Driver's License # / State / Expiration Date: _____

Children's Names: (include TAX DEPENDENT children only)

Name: _____	Birth date: _____	Gender: M ___ F ___	Grade: _____
Name: _____	Birth date: _____	Gender: M ___ F ___	Grade: _____
Name: _____	Birth date: _____	Gender: M ___ F ___	Grade: _____
Name: _____	Birth date: _____	Gender: M ___ F ___	Grade: _____
Name: _____	Birth date: _____	Gender: M ___ F ___	Grade: _____
Name: _____	Birth date: _____	Gender: M ___ F ___	Grade: _____

Emergency Contact: Must be a contact Outside of Household

Name: _____ Phone: _____ Relationship to Primary _____

MEMBERSHIP TERMS & AGREEMENT

All memberships and passes are NON-REFUNDABLE and NON-TRANSFERABLE

ALL CHILDREN UNDER 8 YEARS OF AGE MUST BE ACCOMPANIED BY A RESPONSIBLE ADULT (18+ years of age)

Operating hours are subject to change; additionally, all areas of the facility may not always be available at all times. No membership extensions or partial refunds will be given due to closures.

Members abusing PAC equipment will be subject to a fine equivalent to the replacement or repair expenses

PAC is located on SCSD#1 Property. No alcoholic beverages or smoking is allowed in the facility or on facility grounds

Patrons found in violation of any of the rules posted or otherwise stated by staff may be asked to leave the center and may have their privileges revoked

All patrons are expected to bring their membership card to check-in each visit. Replacement cards are available for purchase.

CLASS/ACTIVITY REFUND/CANCELLATION POLICY

PAC cancellation will receive a full refund. Household credits may be issued only if requested prior to the beginning of the activity. No refund or credit will be issued after the start date. Exceptions to this policy will need to be submitted in writing to the PAC Director within two weeks of activity start date.

Please read this Indemnification, Waiver, General Release and Assumption of Risk (the "Agreement") carefully, by executing this Agreement, you are relinquishing your legal rights. I agree and acknowledge as follows:

1. I understand that the Activities (defined below) are inherently dangerous and I recognize the importance of following the instructions provided and agree follow provided instructions;
2. I assume the risk of injury or death that may occur as part of participating in the Activities;
3. I am knowingly, voluntarily and intentionally waiving all of my rights to bring lawsuits and make claims, including lawsuits and claims for negligence as set forth herein;
4. I hereby release and discharge, on behalf of myself (and my spouse, my children, my parents, my guardians, and my heirs, assigns, personal representative and estate, and any and all other persons and entities who could in any way represent me or the Minor Child (or act on our respective behalves) (collectively the Releasing Parties)), the Pinedale Aquatic Center (PAC), located at 535 N. Tyler Ave. Pinedale, WY 82941, and its employees, customers, agents, managers, members, and affiliates (collectively the Released Parties) from any and all liability, including any and all liability for negligence; and
5. I acknowledge this Agreement is: (i) clear, unambiguous, and unequivocal; (ii) explicit and voluntary in my waiver, release, and assumption of risk; (iii) comprehensive for all lawsuits, claims, injuries, and damages; and (iv) I have read, understand and agree to all terms of this Agreement.

I UNDERSTAND THAT PARTICIPATION IN PAC ACTIVITIES CONSTITUTE AN INHERENTLY DANGEROUS ACTIVITY. I acknowledge that participation in PAC activities, including, but not limited to, personal training, rock climbing, racquetball, exercise, swimming, running, tennis, or any other activity associated with the use of the PAC facility and it's programs (collectively the Activities), entails both known and unknown risks that could result in SERIOUS INJURY OR DEATH. I certify that I, or the Minor Child, have no medical or physical condition which would interfere with my safety in the Activities.

ASSUMPTION OF RISK. I agree that I and/or the Minor Child are voluntarily participating in the Activities and the use of the equipment, facilities and the premises related thereto. I am assuming on behalf of myself and/or the Minor Child, all risk of personal injury, death or disability to myself and/or the Minor Child that may result from participation in the Activities or use of the PAC facilities or any damage, loss or theft of personal property which I and/or the Minor Child may incur. I certify that I have adequate health insurance to cover any injury or damage that I and/or the Minor Child may suffer, or else I agree to personally bear the costs of such injury or damage. I further certify that I assume all risks of any medical or physical condition I may have. It is my intention to agree to the entire Agreement and I hereby agree to all terms of this Agreement.

WAIVER. In consideration for me and/or the Minor Child to participate in the Activities and use the PAC facilities, I expressly and voluntarily agree to forever release, acquit, indemnify and discharge the Released Parties, and agree to hold the Released Parties, on behalf of the Releasing Parties, from any and all actions or omission(s), cause and causes of action, suits, debts, damages, judgments, costs, including, but not limited to, attorney's fees, and claims and demands whatsoever, in law or in equity, for any personal injury, death, property damage, or other loss that I and/or the Minor Child may suffer arising from use and/or participation in the Activities and use of PAC facilities. This waiver is a complete release of any and all responsibility or duties owed by the Released Parties for personal injuries, death, property loss/damage, and/or any other loss sustained by the Releasing Parties while participating in the Activities or at or utilizing the facilities, even if such injury or damage results from a Released Party's negligence, improper supervision, improper maintenance of the facilities or negligence by PAC guests.

INDEMNIFICATION. I AGREE TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, OBLIGATIONS, COSTS, DAMAGES, AND/OR EXPENSES WHATSOEVER PAID, INCURRED, AND/OR SUFFERED BY THE RELEASED PARTIES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, COSTS, DAMAGES, AND/OR JUDGMENTS THE RELEASED PARTIES MAY INCUR IN THE EVENT THAT I AND/OR THE MINOR CHILD CAUSE ANY INJURY, DAMAGE, AND/OR HARM TO ANY OTHER PERSON WHILE AT PAC. I CERTIFY THAT I HAVE ADEQUATE INSURANCE TO COVER ALL INJURIES OR DAMAGES I, OR THE MINOR CHILD, MAY CAUSE OR SUFFER WHILE PARTICIPATING OR ELSE I AGREE TO BEAR SOLE COST.

I understand this Agreement extends forever into the future and will have full force and effect each and every time I and/or the Minor Child participate at or with PAC. Should PAC be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for such fees and costs. Without limiting the above waiver, release and assumption of risk, I agree to the sole and exclusive venue of Sublette County for any legal action. I further agree that the substantive laws of Wyoming shall apply without regard to any conflict of law rules. I also agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall be construed as far as possible to enforce their meaning to the maximum extent possible and shall remain in full force and effect. I intend that no rules of construction be employed in the interpretation of this Agreement and that for all purposes I and PAC are deemed joint authors hereof. I agree that the validity and enforceability of this Agreement will be governed by the substantive laws of Wyoming, including, but not limited to, the Recreation Safety Act. I further agree and acknowledge any claims presented against PAC may be subject to the Wyoming Government Claims Act.

I hereby grant to PAC the full right to create and obtain, in the past, now, and in the future, images, photographs, video, audio, interviews, stories, personal histories, and any other recordings or documents, in any now known or future media, of my name, image, voice, likeness, personal information, or other items (collectively referred to as "Recordings"). I authorize PAC to copyright, adapt, edit, summarize, reproduce, perform, display, distribute, publish, license, sell, broadcast, post or stream over the Internet, and otherwise use any and all parts of the Recordings, in any and all manners, and in any and all forms of media that PAC believes suitable. I agree that I shall have no right, title, or interest in or to the Recordings, and that all right, title and interest in and to the Recordings belongs to PAC. I waive any and all right to payment or other compensation arising from or related to the Recordings. I will not state or imply, or allow others to state or imply, that PAC approves of or endorses me or my activities. I further agree to release, defend, and hold PAC harmless from any claims, damages, or liabilities related to the Recordings or PAC's use of my name, image, voice, likeness, personal information or other items.

I have had sufficient opportunity to read and understand this Agreement and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein. If applicable, I represent that I am the parent or legal guardian of the Minor Child.

Signature Primary Responsible Party

Date

Signature Legal Spouse

Date

May 2020