



535 N Tyler Ave  
 PO Box 1480  
 Pinedale, WY 82941

www.pinedaleaquatic.com

## Membership | Household Information Form

**Household information must be updated annually or sooner if information changes**

<b>Primary Contact Name</b>		<b>Gender</b>	<b>M   F</b>
<b>Email Address</b>		<b>DOB</b>	
<b>Mailing Address</b>			
<b>Primary Phone #</b>		<b>Work #</b>	

<b>Spouse Name</b>		<b>Gender</b>	<b>M   F</b>
<b>Email Address</b>		<b>DOB</b>	
<b>Mailing Address</b>			
<b>Primary Phone #</b>		<b>Work #</b>	

### CHILDREN IN THE HOUSEHOLD (include tax dependent children only)

Child (Minor) Name	DOB	Grade	Gender
			<b>M   F</b>
			<b>M   F</b>
			<b>M   F</b>
			<b>M   F</b>
			<b>M   F</b>

<b>Does your family reside within the Pinedale town limits?</b>	<b>YES</b>	<b>NO</b>
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### EMERGENCY CONTACT (must be a contact outside of household)

Name	Phone Number	Relation

**ALL MEMBERSHIP AND PASSES ARE NON-REFUNDABLE AND NON-TRANSFERABLE.**

*A valid ID will be required to verify information.*

*Pass prices account for any scheduled and unscheduled closures during the year.*

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

*Other Payment Info:* card replacements are \$2 | punch passes expire 2 years from purchase date | payment is due in full upon enrollment (cash, check, MC/Visa) | Military discounts available | a couple is defined as two adults (19+) who are legally married

### RESIDENT MEMBERSHIP OPTIONS *(any person who lives and/or works in Sublette County for a minimum of 3 months)*

	Month	10-Punch	3-month	School Year (Sept-May)	Annual
<b>Youth (6-18)</b>	\$20	-	\$60	\$160	\$200
<b>Adult (19+)</b>	\$45	\$45	\$125	\$340	\$450
<b>Couple</b>	\$80	-	\$230	-	\$800
<b>Senior (60+)</b>	\$25	\$25	\$70	-	\$250 (couple \$475)
<b>FAMILY</b>	adult or couple annual pass +\$75 per child				

### NON-RESIDENT MEMBERSHIP OPTIONS

	Youth (6-18)	Adult (19+)	Senior (60+)
<b>10-Punch Pass or 1-Month</b>	\$40	\$70	\$50

Seniors ages 75+ are considered Super Seniors and will receive a free life-time membership

**MORE ON BACK - TURN PAGE TO REVIEW USE AGREEMENT & WAIVER - SIGNATURES REQUIRED**

**PINEDALE AQUATIC CENTER USE AGREEMENT & WAIVER**

- All memberships and passes are **NON-REFUNDABLE** and **NON-TRANSFERABLE**
- **CHILDREN UNDER 8 YEARS OF AGE MUST BE ACCOMPANIED BY A RESPONSIBLE PERSON (age 16+)**
- 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. Replacement cards are available for purchase.**

**CLASS/ACTIVITY REFUND/CANCELLATION POLICY**

Cancellations require a minimum of 5 working days notice and are subject to a \$10 administrative fee per program or day of cancellation. Transfers and household credits will be honored in the case of a family emergency or with a written doctor’s notice. Cancellations by PAC will receive a full refund.

**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 to 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**