

ST. JOHN THE EVANGELIST
CATHOLIC CHURCH

PULTE FAMILY LIFE CENTER

NAPLES, FLORIDA



I can do all things through
Christ who strengthens me

Pulte Family Life Center Agreement

Member Name: _____ Date of Birth _____

Email: _____ Phone: _____

(Full)

Address: _____

Parish/Church/Religious Affiliation: _____

Emergency Contact Name: _____ Phone: _____

Select Membership : (Please circle) INDIVIDUAL PARISHIONER NON-PARISHIONER
FAMILY PARISHIONER NON-PARISHIONER

FAMILY Level Members include:

****A maximum of 5 additional family members living in the same household. \$25 for each additional family member**

Name _____ D.O.B. _____ Relation: _____

Name _____ D.O.B. _____ Relation: _____

Name _____ D.O.B. _____ Relation: _____

Name _____ D.O.B. _____ Relation: _____

Name _____ D.O.B. _____ Relation: _____

Primary use of Pulte? (Check all that apply)

Workout Equipment/Gym Use _____ Pickleball Lessons _____ Max Flex Fitness _____ Bocce _____

Membership Fees

FAMILY PARISHIONER Membership - \$250 annually

Up to an additional 5 family members included - \$25 for each additional family member

FAMILY NON-PARISHIONER Membership - \$500 annually

Up to an additional 5 family family members included - \$25 for each additional family member

INDIVIDUAL PARISHIONER Membership - \$150 annually

INDIVIDUAL NON-PARISHIONER Membership - \$300 annually

Basic, one individual member (\$10 for a guest per visit)

****Must be registered as a parishioner for at least six months.****

****To be eligible for a private one on one or group class, individual must register as a member in addition to the cost of a selected class or trainers fee.****

Membership hours :

Monday-Friday 6 a.m. - 8 p.m. Saturday & Sunday 6 a.m. - 5 p.m.

Agreement and Waiver

Whereas the above Member and all above directly related Family Members desire(s) to become a member of the Pulte Family Life Center and cannot become a member without agreeing to the rules and regulations set forth below and abiding by the terms of this Agreement;

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that this Agreement supersedes all prior Agreements and further agree as follows:

1. Entrance

Members will receive barcode tags upon payment. They will use the tags to gain entrance to the Pulte Life Center using the box on the right-hand side of the doors. The Center may either close or operate at reduced hours on holidays. Business hours, policies, and regulations are subject to change without notice.

2. Membership Fees and Cancellation

Membership use and services must be paid for in advance and are non-refundable for any reason, including termination of membership for cause. All fees and schedules are subject to change without notice. At present, membership fees are as stated above. The obligation to pay dues is not dependent on the availability of all the Life Center's facilities. Special engagements, repairs, and maintenance of some facilities may make it necessary for the Life Center to restrict the use of, or close, one or more of the facilities. Fees will not be reduced or suspended when one or more of the facilities are not available. There are no refunds for membership fees, and the Life Center will not prorate a canceled membership.

3. Attire

Proper attire is required for participants using the Center. Shirts, shoes, and clean, un-torn clothing are mandatory. No bathing suits or briefs without tights or leg coverings are allowed. Exercise clothing should be of a respectable type that provides full coverage of all sensitive body areas. Proper footwear must be worn as follows:

Gym: Court-type or aerobics shoes only, unless otherwise specified by the instructor.

Boneyard and Cardio Room: No open-toed shoes, thongs, sandals, street shoes, bare feet, or slipper-type shoes

4. Equipment

All equipment must be used as designed. If the member is not familiar with the use of equipment, he/she must arrange instruction with a staff member. Members must be familiar with and observe Life Center rules and regulations posted in the building. Members who do not observe Life Center rules and regulations or who abuse equipment in any fashion will be asked to leave. The management reserves the right to terminate membership to anyone who refuses to observe any of the Life Center rules or regulations.

5. Conduct

Saint John the Evangelist is committed to the health, safety, and welfare of each of its parishioners, members, and staff in accord with the teaching and tenets of the Roman Catholic Church, as determined by the Bishop of the Diocese of Venice in his sole discretion, and the Center will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. The Church has the right to judge behavior and respond accordingly. This right includes, but is not limited to, refusing admission and/or termination of membership of any member engaging in unacceptable behavior.

6. Lockers

All members are to respect each other's privacy in and out of the locker rooms. Lockers are available for day use only. Members must supply his/her own lock. Locks and articles left overnight will be removed at the discretion of the Life Center Staff and placed in a lost and found for not longer than one (1) month. The use of cellular phones is not allowed inside the locker room facilities.

7. Youth Access

Members must be 18 years of age or older. Minors are not allowed in the aerobics, exercise, locker, or weight training rooms unless supervised at all times by an adult. The member and all minors associated with this family represent that they are aware of the nature of the activities of the Life Center and agree to accept any and all risks associated with participation in these activities. They will not hold Saint John the Evangelist Catholic Church, the Diocese of Venice in Florida, or any contractors of said organization at fault for any harm to their persons or property.

8. Usage

All participants are required to respect others' space. This is inclusive of all equipment usage locations as well as in open spaces. If a machine is in use, please do not use the immediately adjacent machine(s).

All approved personal training conducted by CYO/CAO contracted instructors is to be conducted safely and distantly for the protection of both parties involved. Non-approved training or instruction is prohibited.

All capacity signs must be followed. If a room is at full posted capacity, please kindly wait in the Café area for a vacancy.

All machines, weights, bands, equipment, etc. are to be wiped down immediately before and after using them.

All equipment must be returned to its original location after usage.

9. Damages

Members shall pay for any damages to the Life Center property which result from the willful or negligent conduct of members, member's guest, or family members.

10. Lost Articles

The Life Center, the Church, and its staff and contractors assume no responsibility for lost or stolen articles. Lost and found articles not claimed will be donated to charity.

11. Guests

All guests entering Pulte must sign the Guest register and show a form of photo identification. The number of visits by a guest to the Life Center is at the sole discretion of the Life Center.

12. Smoking, Food, and Drink

Smoking is NOT allowed in any part of the campus of Saint John the Evangelist. No food or drink is allowed beyond the Café and outdoor seating area unless part of an approved activity or event in another location. Water may be taken into workout areas if it is in a non-breakable, enclosed container.

13. Music

The sound system cannot be used or tampered with except by approved Staff members or group instructors who have sole reservation of a room. Personal music devices may not be played over the loud-speaker, or through any personal loud-speakers. Only individualized music devices can be used (i.e. headphones, AirPods, etc.).

14. Change of Rules and/or Regulations

The Life Center reserves the right to add/change or remove rules, conditions of membership, opening and closing hours, and the services and facilities offered by the Center from time to time. The Life Center will attempt to communicate these changes in a timely way to allow for Member schedule modifications.

15. Waiver, Release, and Assumption of Risk

The undersigned member (hereinafter referred to as Member) understands and agrees that he/she, along with all Family Members associated with this Member, is voluntarily participating in physical activities which may expose Member to some level of risk or injury, and Member represents that he/she is aware of the nature of these activities and assumes full responsibility for and risk of bodily injury, death or property damage due to negligence of Member or otherwise while participating in, or otherwise on the campus of the St. John the Evangelist Catholic Church Pulte Family Life Center property or other areas of the church campus while competing, officiating in, working, or for any purpose participating.

Member, being of lawful age, in consideration of being permitted to participate, does for himself/herself, his/her heirs, executors, administrators, and assigns, now release and forever discharge and covenants not to sue, St. John the Evangelist Catholic Church and the Diocese of Venice in Florida, Inc., and as corporation sole, and their respective officers directors, trustees, members, employees, volunteers and agents, and each of them, all referred to as "Releasees," from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from any accident which may occur as a result of participation in any activities, whether by negligence or not, and any claim or damage therefor, on account of injury to the person or property or resulting in death of the Member, whether caused by the negligence of Releasees or otherwise, while the Member and all Family Members is/are participating.

Member and all Family Members associated with this Agreement represent that he/she is in good physical health and that Member shall notify the Life Center in writing if he/she becomes unable to participate in an activity due to some physical or mental considerations. In consideration of the Life Center allowing Member to participate in physical activity within the facilities of the Life Center and use the Life Center's equipment, Member agrees to indemnify and hold Releasees against loss (including reasonable attorney's fees) from any and all claims of negligence, demands, rights, or causes of actions of any kind or nature that may hereafter at any time be made or brought by Member or on Member's behalf for any known or unknown, foreseen and unforeseen bodily or personal injuries, damages to property and consequences thereof which may be sustained by Member as a direct or indirect result of participating in the aforementioned activities and use of the equipment of the Life Center.

Member agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Member further states that he/she has carefully read the above release and knows the contents of the release and signs this release as his/her own free act.

The provision of this Paragraph shall continue in full force and effect even after the termination of the Member's membership in the Center. 16. Miscellaneous

A. This Agreement contains the entire agreement between the parties and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this may be waived, altered, amended, or repealed, in whole or in part, only upon the prior written consent of all parties.

B. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

C. Member has read, and fully agrees to the terms of this Agreement and understands and agrees that by signing this Agreement (which contains a waiver, release, and assumption of risks) Member has given up considerable future legal rights. Member has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise, or guarantee being communicated to him/her. Member certifies and warrants that he/she is 18 years of age or older and mentally competent to enter into this Agreement.

I, hereby understand and agree to be the governing person over my family members listed above and adhere to the rules, and policies, both posted here and in the facility to ensure my safety and the safety of my family and all those around us. I accept the responsibilities and waive all liabilities of our actions from the Pulte Family Life Center, St. John the Evangelist Catholic Church, the Diocese of Venice in Florida, Bishop Dewane, and all entities of such organizations.

Print Name: _____ Date: _____

Sign Name: _____ Date: _____

Please provide proof of photo ID with Membership Registration

Membership Level _____ Paid Date: _____ Paid Amount \$ _____

Payment Method: Cash _____ Credit Card _____ Receipt # _____ Check _____ Check # _____

Pulte Family Life Center
St. John the Evangelist Catholic Church
625 111th Ave N.
Naples, FL 34108
239.566.8740

Staff signature _____ Date _____