

**TERMS AND CONDITIONS OF LAKELAND COMMUNITY COLLEGE
ATHLETIC & FITNESS CENTER (AFC) MEMBERSHIP**

MEMBERSHIP CARD: Each member will be issued a membership photo identification card which must be presented at the AFC to gain access. Lost cards should be reported to the Lakeland Police Department. A replacement fee will be charged for any card that is lost or stolen.

PARKING POLICIES: Parking passes are not required to park on campus. Parking is subject to College parking regulations and is monitored and enforced by the Lakeland Police Department. Any questions regarding campus parking should be directed to the Lakeland Police Department, (440) 525-7241, Room A-2.

PHYSICAL CONDITION AND NO MEDICAL ADVICE: You represent that you are in good physical condition and have no medical reason, impairment, or disability that might prevent you from using the AFC facilities. As such, you acknowledge that Lakeland did not give you medical advice before you joined, and cannot give you any after you join relating to your physical condition and ability to use the Facilities. If you have any health or medical concerns now or after you join, discuss them with your doctor before using the AFC facilities.

CONSENT TO TREATMENT: You authorize and consent to such diagnostic, medical, dental, surgical treatment, and/or transfer to any hospital as may be considered necessary or appropriate under the circumstances for the treatment of any illness or injury arising from or sustained during your use of the AFC facilities. You acknowledge and agree that should any such medical care become necessary, you are fully responsible for all costs associated with such care and treatment. You agree Lakeland employees, staff, officers and agents, shall not be responsible in any way for any consequences from said diagnostic, medical and/or surgical treatment and you hereby release from any and all claims of causes that may arise, grow out of, or be incident to such diagnosis and treatment, to the full extent allowed by law.

WAIVER AND RELEASE – PLEASE READ CAREFULLY

I UNDERSTAND THAT PARTICIPATION IN ANY AND ALL ACTIVITIES WITHIN THE AFC FACILITY AND/OR SPONSORED BY LAKELAND COMMUNITY COLLEGE IS VOLUNTARY AND THAT MY USE OF THIS FACILITY IS AT MY OWN RISK. I HEREBY ACCEPT ALL RISKS TO MY HEALTH AND OF MY INJURY OR DEATH, AND/OR PROPERTY LOSS OR DAMAGE THAT MAY RESULT FROM MY USE OF THE AFC FACILITY. I AGREE TO INDEMNIFY AND HOLD HARMLESS LAKELAND COMMUNITY COLLEGE, ITS BOARD OF TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM ANY LIABILITY TO ME, MY PERSONAL REPRESENTATIVES, HEIRS, NEXT OF KIN, AND ASSIGNS, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION.

REVISION/CHANGES: The membership fees, building hours, membership agreement Terms and Conditions, Lakeland policies and procedures, and AFC rules and regulations posted in the AFC and found at <https://www.lakelandcc.edu/web/about/afc-rules> , are subject to change by Lakeland from time to time. You may be notified of such changes in any manner that Lakeland deems appropriate.

TERMINATION: Lakeland may terminate any membership by mailing a notice in writing to the last address shown on the records for the membership being terminated. The terminated member will be required to promptly return any Lakeland property currently in their possession upon termination.

ENTIRE AGREEMENT & ENFORCEMENT: You acknowledge that neither Lakeland, nor anyone else, made any representations nor promises upon which you relied that are not stated in this agreement. This document contains the entire agreement between you and Lakeland as it relates to your use of the AFC facilities and replaces any oral or other written agreement. Any changes to this document must be in writing and signed by you and an authorized representative of Lakeland. If a court declares any part of this agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If Lakeland does not enforce any right in this agreement for any reason, Lakeland does not waive its right to enforce it later.

By checking the box below, I agree that I have read and understand the Terms and Conditions above and agree to be bound by these Terms and Conditions as well as all AFC Rules and Regulations and Lakeland policies and procedures.

_____ I AGREE