



USDA EMPLOYEE SERVICES & RECREATION
ASSOCIATION FITNESS CENTERS
APPLICATION FOR MEMBERSHIP

Office Use Only:	
<input type="checkbox"/> Processing Fee (\$30 non-refundable)	Expires _____
<input type="checkbox"/> Membership Payment: _____	Staff Initials: _____
<input type="checkbox"/> Total Paid: _____	
<input type="checkbox"/> Payroll Deduction	

PERSONAL INFO: First Name: _____ Last Name: _____

Date of Birth: ____/____/____ Phone: _____ Email: _____

Agency: _____ Building: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Emergency Contact: _____ Emergency Phone: _____

**USDA EMPLOYEE SERVICES & RECREATION ASSOCIATION FITNESS CENTERS
APPLICATION FOR MEMBERSHIP/LIABILITY RELEASE**

I, _____, do hereby release (1) the United States Department of Agriculture (USDA) and its officials, (2) the USDA Employee Services & Recreation Association (ESRA) and its Officers, Board of Directors, employees, managing agents, and members, and (3) any and all successors to any of the above from any and all liability, including death or bodily injury and property damage to persons or property of others resulting or caused by any act or omission of the applicant. The applicant hereby waives any and all claims which might otherwise arise against the USDA, ESRA, and any of said officials, for any damages, loses, or injuries which the applicant may sustain to his/her person or property, in, or as a result of using the physical fitness and exercise facilities and equipment maintained at and under the management and control of ESRA, or using any services provided at or in connection with any ESRA Fitness Center notwithstanding the application's payment of a fee or fees for the privilege of using such facilities equipment or services. I understand that if an attendant or staff member is not on duty that I am working out "at my own risk."

The applicant shall exercise special care to avoid damage to the facilities and property of others and assumes all responsibility for and agrees to indemnify the USDA and ESRA from and against any and all loss or damage or claims, demands, suits, or judgments, including attorney fees, resulting from the activities and all acts or omissions of the applicant. Applicant shall make an immediate report to the Association of the occurrence of any loss or damage.

Signature _____ Date _____

MEMBERSHIP TYPE: All members are responsible for membership dues and locker dues upon the first day of joining the ESRA Fitness Center. We have two simple and convenient ways to make your payment:

- Automatic Payment via Credit Card
- Payroll Deduction

All members (both automatic payments and payroll deduction) are required to provide a valid credit card to keep on file in this software. This information will remain securely stored and ESRA staff will not have access to this information. Your credit card will be used for billing purposes only such as: membership dues, locker dues and merchandise purchases as applicable.

AUTOMATIC PAYMENT: Membership options are Quarterly (3 Months), Semi-Annually (6 Months) or annually (12 Months). At the end of your membership period your membership will automatically renew for the length of time chosen at joining. All payments are non-refundable and you are responsible for canceling your membership before you are automatically renewed. You are required to submit your cancellation in writing or by email 72 hours prior to your expiration date to the Fitness Center: esrafitness@gmail.com.

PAYROLL DEDUCTION: For those who use payroll deduction, you need to be aware that it sometimes takes up to 3-4 months for deductions to be processed by the NFC and for ESRA to receive your dues. If your payroll allotment is not processed immediately by HR, ESRA will automatically charge your credit card on a monthly basis until that request is processed.

You also need to be aware that NFC policy is to only allow USDA employees 2 allotments for payroll deductions. If you have already used your allotment, you cannot use payroll deduction for your fitness center dues. Please make sure that you have a free allotment available. If you do not, you must pay your fitness center dues through automatic credit card payments.

Finally, if you decide to end your membership, **it is your responsibility** to notify NFC through your personnel office to end your payroll deductions to ESRA. We are not permitted by the Department to do this for you. **ESRA will not refund your fees if the NFC fails to cancel your allotment.** Please see a Fitness Center Attendant for the NFC/Payroll Allotment cancellation form or visit our website at www.usdaesra.org/fitness. You should also notify the Fitness Center staff if you intend to end your membership.

Additionally, please notify ESRA if your name, address, email, or credit card information has changed.

Rules, Regulations, Policies & Procedures

GENERAL

Any USDA employee, eligible Government agency, and/or eligible Government contractor/parties, 18 years or older, are eligible for membership in the ESRA Fitness Center. Membership shall not be granted or denied on the basis of race, color, creed religion, sexual orientation or national origin.

The ESRA Board shall determine and set the amount of dues, assess fees, quantity of members, termination of memberships and all other items related to membership. The ESRA Executive Board oversees the financial interest of the members, concerns of members, and fitness center staff.

USE OF FACILITIES

ESRA Fitness Center shall provide facilities and services described in this agreement and related descriptive materials provided that the ESRA Fitness Center may alter the facilities in any way it deems necessary for the comfort of ESRA members. The ESRA Fitness Center may close temporarily for a reasonable period of time which may restrict or deny the use of facilities to permit maintenance, repair or construction or repair damage caused by fire, flood or any other unforeseeable and unavoidable circumstances (i.e.: Furlough) without refund or other consideration to members for loss of use of the facility.

The ESRA Fitness Center reserves the right to revise and add to these rules, regulations, policies and procedures as needed for the benefit, comfort and enjoyment of the members, and the reasonable and proper management of the ESRA Fitness Center. All members and their guests shall comply with such revised or additional rules, regulations, policies or procedures.

GUESTS

Guests over the age of 18 years are permitted in the Fitness Center facility with use of a trial pass or daily pass and a signed waiver. Members are not permitted to bring in personal trainers that are not an ESRA staff member or contractor. All members are responsible for their guests, including incidents resulting in damage to property or personal injury.

DUES AND CHARGES

Member agree that he/she will pay the dues and charges in effect at the time the membership is accepted. All dues and fees are non-refundable. A \$30 processing fee is required for all members who join, or who cancel and rejoin.

DAMAGED, LOST, AND STOLEN ITEMS

Managing parties are not responsible or liable to members or their guests for articles damaged, lost or stolen in or about the ESRA Fitness Center, including but not limited to those items stored in public lockers. ESRA Fitness Center cannot and will not store personal belongings for members.

MEMBER'S PHYSICAL CONDITION

Prior to becoming a member of the ESRA Fitness Center, individuals are advised to seek the advice of their physician especially those with physical limitations, a history of high blood pressure, heart problems, or other chronic illnesses.

REGISTRATION

All members must check-in and use their USDA ID upon entering the facility. Guests must present a valid photo ID and pay the associated fees upon entering the facility.

SCHEDULE

The current hours of operation are 5:00am to 7:00pm. These hours may differ around holidays and are subject to change at any time and without notice. The hours of operation will be posted in the ESRA Fitness Center and are required to be adhered to at all times.

WEIGHT TRAINING GYM, CARDIOVASCULAR, AND GROUP EXERCISE AREAS

Please follow these common rules of etiquette:

1. Please allow other members to “work in.” Do not tie up machines with multiple sets if others wish to use the same equipment. Please make sure to wipe off equipment when allowing others to work in.
2. Please limit your cardiovascular workout to 30 minutes if others are waiting.
3. **Please return your weights and restack your dumbbells after use.**
4. **Kindly wipe down all equipment after use (club wipes are provided in the cardio, weight, and group exercise areas).**
5. When lifting heavy weights, we recommend you use a “spotter.”
6. Kindly do not drop or throw weights.
7. Please report defective equipment to staff.
8. If you are not familiar with the use of a machine, consult a staff member prior to use for instruction.
9. Kindly return weight machines to their starting positions.
10. Return all borrowed equipment to their designated location.
11. No emotional outburst or excessively loud grunting while working out.
12. **No children under the age of 18 years** are allowed in the exercise areas and locker rooms.
13. **Please do not interrupt or enter the exercise studios when a class is in session.**
14. **Please use headphones for personal music while exercising. No offensive or excessively loud music is permitted to be played aloud in the facility.**

GROUP EXERCISE CLASSES

Please consult class schedule for descriptions of classes. Class rules are designed to ensure safety and etiquette in the studio. They are as follows:

1. Always follow the instructor, do not attempt your own routine. Ask for modifications if needed.
2. Be considerate of the adjacent member's space.
3. All equipment (steps, weights, bands) must be returned to the proper storage area.
4. Wipe down all equipment after use.
5. Arrive on time; if you are late, please enter quickly and quietly.

PERSONAL CLOTHING AND HYGIENE

Maintenance of **clean** clothing and **personal hygiene** is extremely important and is strongly encouraged for the benefit and safety of all members. Athletic shoes and apparel are required. Please do not wear jeans or flip flops in the facility. Please do not leave soiled exercise clothing or shoes overnight in private lockers.

SUSPENSION/TERMINATION OF MEMBERSHIP

Any member, who demonstrates offensive or violent behavior, uses profanity, is bothersome to other members/employees, behaves otherwise in an unbecoming manner, or who is cited for an infraction of the fitness center rules may be suspended and/or terminated from the fitness center. The ESRA Fitness Center retains the right to terminate a member if they are deemed to be harmful to other members or employees. Once membership is terminated, individuals may not rejoin the facility unless approved by the ESRA Board of Directors.

Members that are reported as repeat offenders of not re-racking weights, leaving free weights on the ground, walls, and mirrors or playing loud/inappropriate music, will be subject to a first and second warning, and then suspension of membership if violations continue.

LOCKERS

Members must remove all personal belongings from the daily lockers when they leave the ESRA Fitness Center or the remaining items will be removed and discarded.

- Large lockers are for daily use only (signs posted). **Items must be removed prior to closing.**
- Small lockers are available to be rented for personal use only and can be used for overnight storage. For rental information, please see the front desk.
- ESRA is not responsible for lost, stolen or damaged property.

FOOD AND BEVERAGES

Consumption of food or any beverage other than water or sport drinks is prohibited throughout the center except during ESRA sponsored events.

CAMERAS

No camera-equipped devices are to be used in any area where personal privacy is generally acknowledged, including dressing rooms, restrooms, exercise areas, shower facilities, etc. at any time due to the possibility of personal privacy violations. Employees should feel safe in these areas and free from concern that pictures might be taken without their consent.

COURTESY

Members and their guests are encouraged to conduct themselves appropriately while in the ESRA Fitness Center.

DAMAGES

Any member or guest who intentionally damages any property of the ESRA Fitness Center will be held financially liable for the damage.

RULES AND REGULATIONS

The bylaws herein are not exhaustive. Signs posted in the club will be considered additional bylaws.

RESERVATION POLICY

All facilities of the ESRA Fitness Center are available on a first-come, first-served basis. Participation in classes will be limited; advance sign up may be required.

FACILITY USE WAIVER

Each Member and guest must sign a Waiver of Liability form provided by ESRA Fitness Center before any use of the facilities is allowed.

Signature: _____

Date: _____

ESRA FITNESS CENTER CODE OF CONDUCT

Staff and members of the Employee Services & Recreation Association (ESRA) fitness center are expected to behave with civility and appropriate conduct. When you agree to join the ESRA Fitness Centers, you agree to cooperate with staff while utilizing the facility and other areas of authority.

No refunds will be given for loss of membership privileges due to breach of the Code of Conduct. All members are to exercise good judgment in caring for the safety of others as well as themselves. In the event that you witness or experience threatening or inappropriate behavior by another individual, please report the situation immediately to a staff member. Standards of Conduct include, but are not limited to, the examples outlined below. The following types of conduct are specifically prohibited and may result in loss of membership:

- 1. Aggressive Behavior:** The definition of aggressive behavior lies with the staff. Aggressive behavior is explicitly forbidden in the ESRA fitness center. You may not promote or engage in physical abuse, verbal abuse, threats, intimidation, harassment, coercion and/or other conduct, which threatens or endangers the health or safety of any person. You may not use “fighting words” to harass any staff or member of the fitness center. If you engage in behavior that is considered aggressive, then your actions may result in temporary or permanent loss of privileges to the fitness center.
- 2. Control:** Fitness Center staff employees of ESRA are responsible for managing and maintaining the safety of members. You agree to comply with the directions of staff employees acting in the performance of their duties. Failure to comply with staff requests, directions, or instructions will result in a loss of privileges.
- 3. Unauthorized Entry:** You must have a valid membership for access to the fitness center. You may not enter unauthorized areas such as offices, gender opposite locker rooms, and closets, unless you are an employee of ESRA. Trespassers will lose privileges.
- 4. Disorderly Conduct:** You may not engage in disorderly or lewd conduct including disorder associated with alcohol or controlled substances.
- 5. Photography and Video Taping:** You are not allowed to photograph or videotape individuals or images in the fitness center or locker rooms without proper approval of ESRA.
- 6. Unauthorized Commercial Activity:** You are not allowed to post, advertise, instruct in private lessons, or solicit individuals for personal services, unless approved by the GM of ESRA.

The following actions are considered Criminal Activities and will result in immediate security action. ESRA staff will contact the Office of Operations (OO), Protective Operations Division (POD) and request assistance addressing the immediate threat. Additional sanctions and restrictions will apply, including loss of privileges.

- 7. Vandalism:** Damage to or destruction of any property of the ESRA or property of others while in the fitness center.
- 8. Assault:** Rape, sexual assault, or sexual harassment.
- 9. Theft:** Removal of or conversion of ESRA or property of others while in the fitness center.
- 10. Firearms:** Use or possession of an explosive device, firearm, or other deadly weapon when in the fitness center.

Governance

Violation of any of the Standards of Conduct is grounds for disciplinary action. Any ESRA employee of the Fitness Center may start disciplinary action against any member he/she deems to be in violation of the Standards of Conduct by:

- Requesting a stop to the violation/offending action
- Requesting a violator to leave the fitness center

- Requesting assistance from a ESRA Supervisor or authority, and/or calling the POD

The ESRA staff employee will also file a written report with the Supervisor/s for review. The ESRA Supervisor/s will:

- Read the written reports after the incident
- Determine immediate action, or
- Refer more serious complaints to the ESRA Advisory Board or OO/POD

The ESRA Advisory Board will:

- Meet monthly (or as needed) to review the more serious complaints and determine appropriate action
- Receive, hear, and rule on appeals

Appeals

Violators have the right to appeal disciplinary actions. A valid appeal must concern either a misapplication or one of the Standards of Conduct. Appeals must be written and received within 14 days of issuance of disciplinary action. Appeal letters must be addressed to the General Manager of ESRA who will evaluate the appeal and determine appropriate action in consultation with the ESRA Board of Directors within a reasonable time frame.

I have read this statement and fully understand its contents. I agree to abide by the ESRA Fitness Center Code of Conduct in its entirety. I understand that if I do not abide by the Code of Conduct, it is grounds for my removal from the Fitness Center, with no financial compensation from ESRA whatsoever.

Signature: _____

Date: _____