

## Frisco Athletic Center Membership

**Membership Form** – Membership forms can only be updated once every six months or with a qualifying event.

**Monthly Memberships** - Monthly memberships are **non-refundable**.

**Annual Membership Passes - 30-Day Opt-Out Period**

Annual Pass Holders have 30 days from the date of purchase to request an Annual Membership refund without incurring a withdrawal fee. One month, based on the monthly membership rate, will be deducted from the amount originally paid.

**Annual Membership Refund Policy-**

Active Annual Membership Passes may be refunded at a prorated amount, based on the number of months that have elapsed since the membership was purchased, and calculated at the monthly membership rate. An administrative processing fee of \$25 will be assessed on all annual membership refunds after the initial 30 days. No refunds will be given on expired annual memberships, or for unused time passed in the membership period prior to the date the refund request is received. All annual membership refunds will be processed via check within 4 to 6 weeks from time of request. No cash refunds will be given.

**Annual Membership Flex-Freeze Option** -Monthly Memberships are **not** eligible for this option.

Active Annual Memberships can only be frozen one (1) time during the original 12-month purchase period for a minimum of 4 weeks and a maximum of 6 months. There is a \$10 fee assessed per month for each month the freeze is in effect. This fee must be paid at the time the freeze is removed and the pass is extended for the freeze period. Extensions will not be given for expired annual memberships or unused time passed in the membership period prior to the date the freeze request is received. There are no refunds given on memberships once frozen, and no refunds on the membership extension period resulting from the freeze. In the case of a Family Membership, the entire family will be frozen.

**Auto-Draft Membership Cancellation**

Auto-Draft payments are **non-refundable**. In order to cancel an Auto-Draft Membership, the primary account holder must submit an Auto-Draft Cancellation Form either online or in person at the FAC. If the written request is received five days prior to your billing date, your credit card will not be charged again and the membership will be terminated. If the cancellation request is submitted after your card has been billed, your account will be active for the next 30 days. Monies paid in advance toward an Auto-Draft membership are not refundable, including payments processed in advance for renewal for the subsequent 30 days.

**Membership Refund/Cancellation/Freeze Requests** must be submitted using the applicable form which can be found online at [PlayFrisco.org](http://PlayFrisco.org). Cancellations cannot be accepted without the appropriate completed, signed form.

**Returned Checks** – A \$35 processing fee will be assessed for all returned checks.

**3 Strike Policy** - All members age 2 and above are required to have a valid FAC ID card present when checking into the facility. Members will only be allowed entrance into the facility 3 times without their card, with each entrance allowed incurring a “strike.” On the 4<sup>th</sup> occurrence a new ID card must be purchased for \$5 before entrance to the facility.

**Please initial indicating you have read and agree to the policies stated above.**

### Release of Liability

I, on behalf of myself and/or the individual(s) being registered, agree to allow the registrant to participate in activities directly or indirectly operated, offered, conducted and/or otherwise provided by the City of Frisco (the “City”) including, but not limited to, memberships, passes, admissions, classes, programs, special events and/or any other type of activity (hereinafter individually and collectively referred to as the “Activities”) and hereby authorize the City, its employees, volunteers, program directors and/or instructors, as duly authorized agent(s) for the registrant, to consent to medical, emergency, surgical and/or dental care, services, examinations and/or any and all other treatments deemed necessary by such professionals and arising out of and/or in conjunction with, directly or indirectly, the Activities. I agree photographs, videos and other recordings taken of me and/or the registrant during the Activities may be used for any purpose.

For and in consideration of my/our participation in the Activities, I hereby agree to release, acquit, hold harmless forever discharge and waive any and all claims that I/we may have against the City of Frisco, its Council Members, officers, agents, representatives, employees, volunteers, program directors, instructors, members, heirs, legatees, administrators, executors and assigns, in whole or in part, in both their private and public capacities (hereinafter collectively referred to as “Releasees”) from any and all actions, causes of actions, claims, demands, damages, lawsuits, costs, loss of services, expenses and compensation, whether known or unknown, on account of, or in any way arising out of or connected in any manner with my/our participation in the Activities, including, but not limited to, liability, damages, injury (including death), property damage, legal fees and/or costs caused by or related to any negligent or intentional act of any Releasee.

It is further agreed that the execution of this release and acceptance of the same shall not constitute a waiver by the City of Frisco, Texas, and its Releasees, of its/their governmental immunity and/or any other defense it may have at law and/or equity, whether state and/or federal. Acceptance of this release is not to be construed as an admission of any liability whatsoever by any or all of the Releasees.

I further agree to indemnify and defend the Releasees if I am not authorized to sign and legally bind the registrant to the terms of this release or if the person named herein attempts to rescind this release. If any term of the release is deemed void or voidable, it shall not affect the enforceability of anything else in the release. **This Release of Liability will be valid and in force and effect for all purposes stated herein until revoked in writing by me.**

\_\_\_\_\_  
Parent/Legal Guardian Signature

\_\_\_\_\_  
Relationship to Participant

\_\_\_\_\_  
Date