

All Access Membership Agreement



Membership # _____

Name (Last, First, MI) _____

Home Address _____

City, State, Zip _____

Home Phone _____

Cell Phone _____

Birthdate _____ Gender _____

Today's Date _____

E-mail _____

Employer _____

Title _____

Emergency Contact _____

Relationship _____ Phone _____

Additional Family Included in Membership

Name _____	Relationship _____	Gender _____	Date of Birth _____	E-mail _____
Name _____	Relationship _____	Gender _____	Date of Birth _____	E-mail _____
Name _____	Relationship _____	Gender _____	Date of Birth _____	E-mail _____
Name _____	Relationship _____	Gender _____	Date of Birth _____	E-mail _____

Membership Category (check one)

☐ Supporting ☐ Family ☐ Single Parent ☐ Student

Authorization for Payment

Member (defined herein) authorizes Michael-Ann Russell Jewish Community Center, Inc. ("Center"), to charge the full annual membership fee or to initiate a charge, via Credit or Debit card or EFT to the accounts noted below for both (i) Dues (defined herein) and other recurring charges, and (ii) the Dues and recurring charges of all additional members added to Member's membership (the "**Authorization**") for membership at the Center ("**Membership**"). Member understands that this Agreement is for the entire membership fee for one year, and that this Agreement will automatically renew by its expiration date for next year's membership fees unless the Center **has received written notice from Member of his/her desire to terminate in accordance with Article I, Section 7.**

In the event that Member stops payment on an Authorization debit or credit card by notifying his/her bank ("**Invalid Recission**"), such action shall not void this Agreement (defined herein). In the event of an Invalid Recission, Member shall fulfill his/her payment commitment under this Agreement, and Member will be obligated to pay by some other method. The processing date for debit cards may vary between the first or fifteenth, and if a Member's Authorization is returned (i.e. for insufficient funding) he/she will be subject to a late fee. Member understands that his/her Authorization and debit or credit card information will be stored electronically.

☐ Payment Option 1 – Credit/Debit Card (for Authorization)

☐ MasterCard ☐ VISA ☐ Discover ☐ Amex

Cardholder Name _____

Credit Card # _____

Expiration Date _____ CVV _____

Billing Address (must write Zip Code) _____

Credit and debit card payments are subject to a 3% convenience fee

☐ Payment Option 2 – Monthly EFT

Bank Name _____

Account # _____

Routing # _____

I consent for the MARJCC to debit my account as a one-time transaction or to use the above account for future payments as I indicated.

Member's Name: _____

Member's Signature/Date: _____

Exhibit A

Through our ALL ACCESS MEMBERSHIP, members have access to all of the MARJCC facilities, may **enroll in all non-fitness related classes including but not limited to summer camp, sports, cultural arts, and all benefits of the Fitness Membership**

Supporting Member \$204 monthly*

Two adults and dependent children through age 25, if living under the same address

Family \$118 monthly*

Two adults and dependent children through age 25, if living under the same address

Single Parent \$103 monthly*

Unmarried parent and dependent children through age 25, if living under the same address

Student \$33 monthly*

Ages 13-22 attending school or college (for those students who want to participate in enrichments)

* Annual contract

Fitness Membership Includes

- State of the art Fitness equipment with the latest in technology.
- FREE group exercise classes including Zumba, Yoga, and Cycling classes in our cycling studio
- Pilates classes in our new studio (Fee)
- Heated Indoor and Outdoor Pools
- Basketball Gym
- 12 Tennis Courts
- Use of the Football/Soccer Field
- Personal Training Lessons (Fee)
- Private Tennis Lessons (Fee)
- Aquatic Lessons (Fee)

Article I. Membership
Section 1. Membership Agreement Duration - The length of this Agreement shall be for the period as set forth on the first (1st) page of this Agreement (**“Term”**).

Section 2. Agreement
This membership agreement (“Agreement”**) is between the Center and the applicant for Membership identified on the first (1st) page of this Agreement (**“Member”**).**

Section 3. Eligibility for Membership - Membership is subject to the approval of the Center. Persons eighteen (18) years or older may become members. At the discretion of the Center, minors under the age of eighteen (18) with proof of age may join with written parental approval upon execution of a Minor Waiver (defined in Article I, Section 5 herein).

Section 4. Nature of Membership - Membership confers solely the right to use and enjoy the Center in accordance with the Center’s rules and regulations, as such rules and regulations may change from time to time in the sole discretion of the Center. Membership does not confer any interest in the property or assets of the Center or any right to participate in the management or operations of the Center, financially or otherwise. The scope of the Membership is outlined on Exhibit A.

Section 5. Minors and Children -Persons between the ages of thirteen (13) and seventeen (17) years old (**“Minors Members”**), with proof of age, are eligible for Membership provided a parent/guardian executes a minor approval form (**“Minor Waiver”**). Additionally, Minor Members must complete a fitness orientation prior to using the Center.

Section 6. Fees and Charges
Dues. Member with monthly payment option shall pay dues each month pursuant to the Credit or Debit Card Authorization (**“Dues”**), and may terminate his/her Membership in accordance with the resignation procedures outlined in Article I, Section 7 of this Agreement, such Dues shall be subject to change in the sole discretion of the Center. Member will be notified of any changes in Dues thirty (30) days in advance in accordance with the information provided by Member on the first (1st) page of this Agreement. It is the Member’s responsibility to ensure updated contact information is provided to the Center. The Dues will be automatically charged one (1) time each month on or after the due date for payment of Dues. The Dues of any and all additional members added to Member’s Membership will be paid by Member.

Late or Returned Item Charges. A thirty five dollar (\$35) fee will be assessed for returned checks, insufficient funds, closed accounts, and a twenty dollar (\$20) for declined credit cards, or similar circumstances, which result in late or delayed payment to the Center. Member is responsible for providing accurate and updated information on the Credit or Debit Card to insure timely receipt of payment. The Center reserves the right to re-attempt collection of Member’s outstanding balance until such time as Member’s account is current.

Section 7. Resignation/Termination
Voluntary Resignation. Member may resign from the Center by giving advance written notice to the Center (**“Resignation”**), one calendar month in advance of the annual renewal date. Failure to provide notice will result in an automatically membership renewal for one more year. After Member’s Resignation has become effective, he/she will not be subject to any further Dues and all Membership privileges will be terminated.

Disability or Death. If Member is unable to use the Center as provided herein due to disability or death, he/she or his/her estate may terminate this Agreement and shall be relieved from the obligation of payment hereunder upon receipt by the Center of written notice of Member’s disability or death. As used herein, the term “disability” means a condition, which precludes Member from physically using the Center as verified in writing by a physician.

Resale of Membership. Member may not sell or otherwise transfer his/her Membership to another party.

Section 8. Changes to Membership Status
Membership Type Conversion. Member may convert to another available type of Membership by (i) giving advance written notice to the Center, (ii) paying the difference of the two prevailing Membership Fees, if applicable, and (iii) commencing payment of the Dues of the new Membership type.

If downgrading, notices requesting conversion of Membership type received by the Center on or before the first (1st) calendar day of the month will become effective on the last day of that month. Notices received by the Center on or after the second (2nd) calendar day of the month will become effective on the last calendar day of the following month.

Military Freeze Status. At no cost to Member, Member leaving for active military duty or military training may apply for a temporary military freeze status for a period of one (1) month, not to exceed twelve (12) months, with presentation of military orders.

Involuntary Medical Freeze Status. At no cost to Member, Member may apply for a involuntary medical freeze status for a period of one (1) month, not to exceed six (6) months, with a note from a licensed medical doctor. A note from a licensed medical doctor will be required in order to reinstate membership and begin using the Center.

Article II. Waiver of Liability and Assumption of Risk.

With respect to Member’s voluntary participation in any physical activity or exercise program conducted in, on, around, about, or outside of the Center (the **“Exercise Activities”**), Member understands that there may be health risks associated with the Exercise Activities requiring physical exertion, including but not limited to transient dizziness, fainting, nausea, muscle cramping, musculoskeletal injury, sprains and strains, heart attack, stroke or death. Member assumes full responsibility for any and all injuries or damages from the risks of his/her participation in the Exercise Activities.

Member certifies that they are capable of performing physical exercise and acknowledge that they are voluntarily participating in the Exercise Activities and using equipment with knowledge of the dangers involved. Member understands that they will be fully responsible for complying with any restrictions prescribed for them by their personal physician. Member will review any physician-prescribed personal wellness program with their physician prior to commencing exercise and will periodically review their status and program with their physician.

Member further understands that neither the Owner, Center staff nor the Center’s manager’s, will be monitoring Member’s individual participation of the Exercise Activities or use of any exercise equipment. Member understands that neither the Owner, nor the Center’s staff contain medical professionals but have received training in physical activity programming for healthy individuals who do not require exercise in a medically supervised environment. If Member experiences dizziness, fainting, nausea, muscle cramping or any other symptoms while participating in the Exercise Activities, Member agrees that they will discontinue the activity, notify the Center staff and consult their physician.

In consideration of being permitted to participate in the Exercise Activities and use any equipment in the Center, Member hereby waives any and all claims he/she may have, on behalf of himself/herself, his/her heirs, executors, administrators and assigns, against the Owner, the Center, and each of their respective subsidiaries, affiliates, directors, officers, employees, agents, contractors, sponsors, successors and assigns, other participants and all others (**“Released Parties”**) from all liability for injury, death, or loss suffered by Member while participating in the Exercise Activities, engaging in any such activities incidental thereto, including but not limited to traveling to or from any location of said activities wherever, whenever, or however the same may occur, which result from the ordinary negligence of the Released Parties.

By participating in the Exercise Activities, Member expressly agrees that the Released Parties shall not be liable for any damages arising from personal injuries sustained by Member, or as a result of his/her use of the Center and the equipment therein. By executing this Agreement, Member assumes full responsibility for any injuries or damages that may occur to them during their participation in the Exercise Activities, or Member’s use of any such equipment hereunder, and Member further agrees that the Released Parties shall not be liable for any loss or theft of personal property. In assuming full responsibility for the risk of injuries, damages, or losses that may occur to Member, Member fully and forever releases the Released Parties from any and all claims, demands, damages, rights of action, or cause of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the Exercise Activities and equipment therein, including but not limited to any claim for negligence alleged against the Released Parties.

In the event of an emergency or non-emergency situation requiring medical or dental treatment, Member hereby grants permission for any and all medical and dental care to be administered to them, until such time as the designated emergency contact can be contacted. This permission includes, but is not limited to, the administration of first aid, the use of an ambulance, and the administration of anesthesia and/or surgery under the recommendation and supervision of qualified medical personnel. Member further authorizes the Center to release their personal information necessary for medical or insurance purposes. Member agrees to release the Owner, the Center, and all staff from any and all liability for medical or dental aid rendered, and Member understands that they are responsible for all medical or dental expenses incurred for such aid.

The Owner and the Center reserves the right to take photography and/or video of any/all programs and activities and use them for advertising and publicity purposes. Member will not be compensated in any way for the use of this material. Member hereby consents to the taking of photography and/or video and acknowledges that he/she will not be compensated for any use of such photography and/or video by the Owner and the Center. If new or amended rules or regulations are adopted, they will be published as “Additional or Substitute Rules and Regulations,” unless they are of such a nature that publication would be inefficient or inappropriate, in which case notice shall be posted or Member shall be otherwise advised of the amendment or supplement to the rules and regulations as necessary. Current rules and regulations can be found at the Center website or can be requested from any staff member of the Center.

I understand that the Center reserves the right at any time to terminate the Membership, or privileges thereunder, of any Member for failure to comply with the terms of this Agreement or with any of the rules and regulations adopted by the Center or for any conduct the Center determines, in its sole and absolute discretion, to be improper or in any way contrary to the best interest of the Center and its membership. The Center also has the right to terminate Memberships of Members who are registered on a sex offender registry. Member’s Membership may be terminated by notification in writing mailed to the last address shown on the records of the Center for the Member being terminated. Member understands that they will remain liable for all Dues and other indebtedness incurred prior to the date of termination, which shall be three (3) business days following the date on which the termination notice is mailed by the Center.

The above Article II shall be binding upon Member’s heirs, spouse, or other next of kin, executor, administers and assigned.

Article III. Rules and Regulations
Section 1. Registration Member must check in and present his/her Membership card each time he/she uses the Center.

Section 2. Damages Any damage to the Center’s property or to another person on the Center’s premises by Member, Member’s family members (including dependent children) or guests shall be paid for by Member.

Section 3. Attire Proper attire is required for Members using the Center. Shirts and shoes are required in all public and recreational areas. Center, may prohibit the use of any personal equipment on the premises in its sole and absolute discretion.

Section 4. Personal Business Members may not use the Center for professional business without prior written approval by an authorized representative Center staff.

Section 5. Replacement Items Lost or stolen Membership cards/badges will be subject to a replacement fee of ten dollars (\$10).

Section 6. Amendment of Rules and Regulations Center, may from time to time, in their sole and absolute discretion, adopt rules, regulations, or policies amending or supplementing those contained in this Agreement, and all Members will be obligated to comply with such rules, regulations or policies.

Article IV. Enforceability.
If any provision of this Agreement or any supplement hereto is ruled invalid or unenforceable as applied to any person or circumstance, all other provisions of this Agreement shall remain valid and enforceable as applied to all other persons and circumstances to the fullest extent permitted by law.

Article V. Modification.
No provisions of this Agreement shall be modified, waived or terminated except by an instrument in writing signed by the party against whom such modification, waiver or termination is to be enforced. Modifications or additions to the pre-printed terms of this Agreement, other than the completion of existing blanks, are unauthorized and will not be honored by the Center.

Article VI. Governing Law.
This Agreement and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of Florida applicable to contracts made and performed in such State (without regard to principles of conflicts of laws) and any applicable law of the United States of America. To the fullest extent permitted by law, Member hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Agreement and this Agreement shall be governed and construed in accordance with the laws of the State of Florida.

I hereby acknowledge and affirm that I have read, understood, and agree to the terms of this Agreement.

Member Signature _____

Print Name _____

Date _____



Michael Ann-Russell - JCC
18900 NE 25th Ave
North Miami Beach, FL 33180
(305) 932-4200 ext. 151
www.marjcc.org
Lic.C11MD1114

2024-2025 REGISTRATION FORM

Please submit your registration to Patricia Rutenberg at PatriciaR@marjcc.org. Once received, Patricia will email you with the next steps to make the payment on-line thru MARJCC website.

CHILD INFORMATION

Family Name: _____ Child's Name: _____
Child's Gender: _____ Child's Current School: _____
Birthplace: _____ Birthday (MM/DD/YYYY): _____
Does your child speak English? _____ Languages spoken at home: _____

PARENT INFORMATION

Parent 1 First Name: _____ Last Name: _____
Email: _____ Cell Phone: _____
Address: _____ City: _____
Zip: _____ Occupation: _____
Parent 2 First Name: _____ Last Name: _____
Email: _____ Cell Phone: _____
Address: _____ City: _____
Zip: _____ Occupation: _____

Please note: We adhere to the September 1 cutoff date. For example, to enter PK2, a student must be two years old before August 31, 2024. Monthly Payments are a 10-month payment on the 7th of each month: August–May.

- ☐ Registration fee of \$450; **After January 15th \$550**
- ☐ Infants (2 months by 08/31/2024) Annually \$16,300 Monthly \$1,630 (M-TH: 8am-5.30pm, F: 8am-5pm)
- ☐ Toddlers (1 year by 08/31/2024) Annually \$16,300 Monthly \$1,630 (M-TH: 8am-5.30pm, F: 8am-5pm)
- ☐ Pre-K 2 (2 years by 08/31/2024) Annually \$14,000 Monthly \$1,400 (M-F: 8am-3.15pm)
- ☐ Pre-K 3 (3 years by 08/31/2024) Annually \$15,350 Monthly \$1,530 (M-F: 8am-3.15pm)
- ☐ Pre-K 4 (4 years by 08/31/2024) Annually \$15,530 Monthly \$1,530 (M-F: 8am-3.15pm)
- (We are a VPK provider, which entitles you to a discount from the state that will be determined in August 2024)
- ☐ KINDER (5 years by 08/31/2024) Annually \$15,350 Monthly \$1,530 (M-F: 8am-3.15pm)
- ☐ EXTENDED DAY CARE: Annually \$3,200 Monthly \$320 (M-TH: 3.15pm-5.30PM, F: 3.15pm-5pm)

Please check each box below indicating your agreement

PAYMENT

- ☐ We are proud to offer a sibling discount of 10% of the child's annual tuition to families with two or more children. Our office will apply this discount after enrollment.
- ☐ You can make one payment in full and receive a 5% discount or spread your payments out over the year. Full payment must be received by August 15th, 2024.
- ☐ You can use a credit card (subject to a 3% convenience fee) or EFT for the Registration Fee and pay the monthly tuition.
- ☐ We understand and accept that MARJCC. DOES NOT REFUND REGISTRATION FEES, DEPOSITS, TUITION FEES, OR ANY OTHER PAYMENTS TO THE SCHOOL if we decide to remove our child(ren) from the school after registration, except in the following circumstances: where the school has counseled us to withdraw our child; where we had hoped to move to the area but are no longer able to do so; or where we are moving away from the area for a job or to make Aliyah.
- ☐ I understand that this agreement signifies a financial commitment for the 2024-2025 school year (10 Months: August-May).
- ☐ I understand that I will need to notify ECA 30 days in writing prior to the withdrawal of my child(ren) from the ECA program, and you will be charged for a full month's tuition from the day of the notice.
- ☐ I agree that payments of all tuition and fees will be made on time. It is understood that MARJCC has the right and responsibility to make every effort to assure the on-time collection of all outstanding balances due and may, in cases of non-compliance, elect to terminate the relationship.
- ☐ I understand that families with outstanding balances of 30 days or more may be subject to a withdrawal of their child/children from programs unless alternative arrangements have been made with the accounting department.
- ☐ I understand that school closes promptly at (M-F) at 5:30 pm. and (F) at 5:00 pm. For Pre-K 2, 3, 4, and Kindergarten carpool will start at (M-F) 2:45 pm. and end at 3:15 pm. For Infants and Toddlers, and Extended Day Programs, the carpool will start at (M-TH) at 4:45 pm. and on (F) at 4:15 pm. If you arrive later than the carpool hours, you will be charged a rate of \$2 per minute.

SCHOOL POLICIES

- ☐ If you have any legal documents regarding custody of your child(ren), please bring a copy for us to keep on file.
- ☐ I understand that I must be a MARJCC member for my child to attend the Early Childhood Academy.
- ☐ I permit the ECA Staff to walk my child to and from JCC enrichment classes, Shabbat, Swimming, Ballet, Art, Basketball, Gym, Soccer Field, and special events around the JCC campus.
- ☐ Please review our Parent Handbook and acknowledge your receipt.; it can be found on [our website](#).
- ☐ I agree to allow my child's name, photograph, and information to be used by the school in the school's publications, videos, promotional materials, and website, without compensation and without prior notice. I release and hold the school harmless from any liability stemming from the use of my child's name, photograph, or information.

☐ I understand that my child will NOT be enrolled in ECA until all health and immunization forms are up to date and turned in. **We do not accept Exemption for Immunizations.**

☐ I understand that participating in any JCC activity involves the risk of accidental injury despite all safety precautions. Therefore, as a parent/guardian in any/all activities or use in/out of the JCC. In case of sudden injury, I hereby give authority to any hospital or doctor to render immediate aid as may be required for my child's health or safety. I understand that all medical and dental expenses are my responsibility. I acknowledge that I am aware of the potential risks of participating in activities and/or programs at the JCC and agree in no way to hold the management, agents, employees, or board of directors of the JCC liable for any injury my child or I may sustain.

Parent's Signature

Date