

MEMBERSHIP CONTRACT

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BAY AREA ATHLETIC CLUB 985 NEWMARK COOS BAY, OR 97420 888-5507

PLEASE PRINT THE NAMES OF THE ELIGIBLE PERSONS IN YOUR FAMILY WHO WILL BE ON THE MEMBERSHIP....

Your Name _____ Middle _____ Last _____ Birthdate ____/____/____

Additional Family Members eligible to be on your membership include ONLY, same household legally dependent husband or wife and dependent children age 6-18 years old. Members own children age 5 & under are free. When a child reaches age 19 they must be on a membership of their own.

Spouse _____ Middle _____ Last _____ Birthdate ____/____/____

Child _____ Middle _____ Last _____ Birthdate ____/____/____

Child _____ Middle _____ Last _____ Birthdate ____/____/____

Child _____ Middle _____ Last _____ Birthdate ____/____/____

Mailing Address _____ City _____ Zip Code _____

Home Phone # _____ Your Work Phone # _____ Spouse Work Phone # _____

Your Place of Employment _____ Your E-mail address _____

WHAT TYPE OF MEMBERSHIP DO YOU WANT? Choose one...

FULL USE _____ Non-Member PUNCH CARD _____ (skip to bottom of form)

HOW FAR IN ADVANCE DO YOU WANT TO PAY FOR YOUR MEMBERSHIP? Choose one...

1-MONTH _____ 6-MONTH _____ 12-MONTH _____

DO YOU WANT AUTOMATIC RENEWAL BILLING MONTHLY? YES _____ or NO _____ EXPIRES ____/____/____

IF AUTOMATIC RENEWAL BILLING MONTHLY choose one billing method below & fill out appropriate box below.

1. HOME BILLED MONTHLY _____

2. AUTO-PAY MONTHLY BANK DRAFT (E.F.T.) or VISA/MC or PAYROLL DEDUCTION - WITH 6-MONTH MINIMUM _____

1. HOME BILLED MONTHLY. WITH NO LONG TERM CONTRACT.

I understand monthly dues are to be paid in advance for the upcoming month, by the 1st of each month.

Balances still due after the 10th of the month will be charged a \$5 late fee. Past due accounts are subject to collections.

I understand I may cancel my membership with 30 day advance written notice after initial month contract is satisfied.

I understand I will receive no refunds, that this is a continuous membership with no extensions for non-use.

2. AUTO-PAY MONTHLY THRU PAYROLL DEDUCTION FROM WORK, or BANK DRAFT (E.F.T.) or DEBIT or CREDIT CARD - VISA/MC. WITH 6-MONTH MINIMUM CONTRACT.

I understand my monthly dues will be deducted in advance from either my payroll check, or my bank account or Visa/MC for the upcoming month on the **26th of each month** (or next banking day if banks are closed on the 26th) for a **minimum of SIX consecutive months**, after which dues will continue to be deducted until I cancel my membership with a 30 day advance written notice.

I understand if dues are insufficient they will be charged to my "home-bill" account along with a \$15 insufficient fund fee.

Balances still due after the 10th of the month will be charged a \$5 late fee. Past due accounts are subject to collections.

I understand I will receive no refunds, that this is a continuous membership with no extensions for non-use.

This is a minimum 6-month contract. Member may terminate this contract before the first 6-months with a 30 day written notice and the payment of a \$50.00 cancellation fee.

I understand that when I join on an "AUTO-PAY" membership, we will prorate a partial first month and we will also need to collect the upcoming next month's dues if you are joining after the 10th of the month for payroll deduction or after the 25th of the month if you are joining on Bank Draft or Credit Card Billing. After the initial six months your membership will continue until you cancel with a 30-day written notice, and fill out the required payroll resignation form for Payroll Deduction..

Bank Draft Member's Bank and Branch: _____ Type of Account: Checking _____ Savings _____

Bank R/T # _____ Account # _____

(Attached voided check if paying by bank draft)

VISA/MC # _____ Exp. Date (mmyy) _____

Employer: (if payroll deduction) _____

I understand that I am signing a contract with Bay Area Athletic Club and agree to pay for membership for the specified period of time, this contract is binding and I understand I will receive no refunds and that this is a continuous membership with no extensions for non-use.

I understand that after my initial 6 month contract period is met I must submit a 30 advance written notice to cancel.

I understand if this account is ever deemed "past due", and subsequently turned over to a collection service, I agree to pay all collections fees in addition to my obligation to Bay Area Athletic Club.

I understand the "Conditions of Club Use" and the "House Rules" on the back of this agreement and agree that I assume responsibility for my family and any guests we bring and will abide by the rules & policies of Bay Area Athletic Club fully.

I understand membership rates, the class schedules, and the clubs available equipment & hours of operation are subject to change.

Additional Services added to your monthly dues... Your Dues \$ _____

Locker(s) _____ (\$7.50 per month per locker) # Towel(s) _____ (\$10 per month per person)

Signature of person responsible for maintaining membership account: _____ Total Amount Paid Today \$ _____

X _____ Date: _____ Staff _____

CONDITIONS OF CLUB USE AND RELEASE OF LIABILITY

As a condition of club use, the club user must recognize that the use of the equipment and the facilities of the Bay Area Athletic Club Inc. involves a risk of physical injury or death including that caused by negligence of the Bay Area Athletic Club Inc., its agents and employees. You the club user hereby agrees to assume this risk of injury in its entirety regardless of the cause.

As a condition of club use, you the club user also must agree that in the event that any claim for personal injury, property damage or wrongful death is prosecuted against Bay Area Athletic Club Inc., its agents and employees, the club user shall indemnify and save harmless Bay Area Athletic Club Inc., its agents and employees from any and all such claims and causes of action.

I, for myself, my heirs, successors, executors and subrogors, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Bay Area Athletic Club Inc., its owners, agents and employees, from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) and NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my family members who are on my membership or my property as a result of my participation in the activities on Bay Area Athletic Club property or equipment, whether such damage, loss, injury, paralysis or death results from NEGLIGENCE of Bay Area Athletic Club Inc., or its owners, agents, or employees, or from some other cause. I AGREE that neither I, or anyone acting on my behalf, will make a claim against, sue or otherwise maintain action of any kind against Bay Area Athletic Club Inc. as a result of any injury, paralysis or death to me or my family members who are on my membership.

Adult member signatures.

X _____ Date _____

X _____ Date _____

HOUSE RULES

- All Children under age 14 **MUST** have "direct parental supervision" in the pool, hot tubs, sauna & steam room.
- All Children under age 13 are **NOT** ever allowed in the weight room. **NO EXCEPTIONS**
- See Membership Agreement, House Rules & Class Schedule for additional information about the club's rules.
- **POOL RULES.....Kids under age 14 must have direct parental supervision (age 18 years) in the pool, hot tubs, sauna & steam room.**
Observe THE POOL SCHEDULE posted at the front desk. During AQUACISE CLASSES no one else is allowed in the pool. During LAP SWIM no one but **adult** serious exerciser allowed in the pool.
Weekdays the Lap Lanes are by reservation only. No more than two day advance reservation.
NO running. / NO rough horseplay. / NO throwing kick Boards. / NO jumping on kick Boards.
NO THROWING BALLS OR ANY OBJECTS/ NO Diving. BE COURTEOUS TO ALL SWIMMERS
You must take a cleansing shower before entering any pool, hot tub, steam room or saunas.
Babies must wear swim diapers.
- **WEIGHT ROOM RULES.....**
No children under age 13 allowed anytime.
Shoes and Shirts are required - no torn or ripped shirts. / Please wipe off equipment after use, sanitizer spray bottle & blue paper towels are provided. / No radios allowed except with personal headphones.
When all like pieces of the computerized equipment is being used, please be courteous and observe the 30-minute limit rule per person. **DO NOT BANG OR DROP YOUR WEIGHTS**
- YOU ARE ALWAYS REQUIRED TO **IMMEDIATELY** CHECK-IN AT THE FRONT DESK WHEN YOU COME IN TO THE CLUB. **ALWAYS CHECK YOUR GUESTS IN IMMEDIATELY!!** Any member bringing a guest assumes responsibility for the action of their guest.
- BAAC requires that every member have a current photo in our computer system for security and for check-in identification. Members are required to carry their own card & check-in every time they enter the club.