Terms of Membership Agreement

Membership
• This Agreement represents the complete understanding between the Member and MAFC. No representations, written or oral, other than those contained within this Agreement are authorized or binding by MAFC.
• I agree to pay the annual membership fee under the payment plan indicated on this application and to pay all dues, fees and charges incurred by me and all authorized family members or guest(s).
• Monthly dues entitle the Member to use the facilities within the scope of the type of membership selected. The Member is obligated to pay monthly dues regardless of whether or not the Member uses the facilities.
• Members may bring guest(s) only in accordance with the facilities rules and regulations. Members shall be responsible for the conduct of their guest(s) and the payment of all charges incurred by said guest(s).
• Members are required to have a current picture on file in the computer system.

Payment ______
• The term of this Agreement is for 12 months. Monthly dues for the term of this Agreement shall be $__________ per month. Upon expiration of the term of this Agreement, the monthly dues may be adjusted.
-OR-
• The term of this Agreement is for 6 months. All dues for this term of this Agreement shall be $__________ paid in full. Upon expiration of the term of this Agreement, the dues may be adjusted.
• Registration fees are not refundable. Memberships are nonproprietary and nontransferable.
• I hereby request that as a convenience to me, you honor checks drawn on my account by Marvin Altman Fitness Center. Automatic drafts are drawn on or after the 5th of each month. This authorization shall continue until I deliver to you written notice of cancellation. Until such notice is delivered, I agree that you shall be fully protected honoring such checks.
Bank Name _______________________________  Account Number ______________________  Routing Number ________________

Credit/Debit _____ - _____ - _____ - _____   Exp. _____

• Please note that all returned drafts will be assessed a $25.00 fee per return to the Member’s MAFC account.
• The member will be liable for payment of all costs incurred by MAFC in the collection of past-due obligations to MAFC, including court cost and reasonable attorney’s fees

Cancellation ______
• This agreement may be cancelled by me within three (3) days from date of signature by written notice. All monies paid pursuant to this Agreement shall be refunded within 30 days of receipt of notice of cancellation; provided, however, Marvin Altman Fitness Center (MAFC) may retain the benefits conferred and that portion of the total price representing the services used or completed; and further, provided that MAFC may receive the reasonable cost of goods and services which I have consumed or wish to retain after cancellation. After this three-day cancellation period, the Agreement may be cancelled only if I become totally and permanently physically disabled, or move my residence to a location more than 50 miles from MAFC. If I die during the Agreement period, my estate may cancel the Agreement and a refund may be requested. MAFC reserves the right to require and verify reasonable evidence of permanent physical relocation, permanent physical disability or death. If I cancel my membership for any other reason before my agreed-to term is fulfilled, I understand I will be required to pay a cancellation fee of $99.00.
• The Member may terminate his or her membership after the expiration of the term set forth above by notifying MAFC in writing 30 days prior to the termination date paying all amounts then owed in full. Notice of termination may be given in writing or by completing a Resignation Card at the MAFC front desk.
• Unless the Member terminates his or her membership as set forth above, the membership will be automatically renewed on a month – to – month basis at the expiration of the term set forth above the member will be obligated to pay monthly dues, regardless of whether he or she uses the facility, until 30 days after the written notice of the termination has been received.

Health Consent
• The Member acknowledges and accepts the risks inherent in the use of MAFC facilities and services. The Member hereby voluntarily assumes the risk of injury, accident, death, loss, cost or damage to his or her person or property that might arise from the use of MAFC services or facilities. The Member, his or her heirs, executors, repetitive or assigns hereby release MAFC from all claims or liabilities for personal injury or property damage of any kind sustained by the Member while on the premises of MAFC except for injuries or damage directly caused by the willful misconduct of officers, employees or agents of MAFC.
• I acknowledge and understand that MAFC, in the event of a perceived emergency, has the right to send me to the Emergency Department for evaluation.
• If the Member has a change in health status which significantly affects his or her ability and/or increases his or her health risk. It is the Members responsibility to notify MAFC management in writing.

Other
• Management of MAFC reserves the right to suspend or cancel the rights, privileges or membership of any member whose actions are detrimental to the enjoyment of the facility by other members.
• Management may, from time to time, change the rules and regulation governing the operations of MAFC. Notice of these changes will be made available to members through normal means of communication.
• I acknowledge that Marvin Altman Fitness Center is bound by all HIPPA regulations and that my privacy is protected as a Member.
• I/We certify the I/We have read and understand the terms of this Agreement, and agree to abide by the rules and regulations of MAFC.

Primary Member Signature ___________________________________________ Date _____ / _____ / _____

Secondary Member Signature _________________________________________ Date _____ / _____ / _____

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