

## MEMBERSHIP

Membership includes the privileges described below, upon payment of the First Month's Membership Payment and completion of this Agreement. The classification of members, the amount of dues payable by the members of each class, the suspension and expulsion of members, and all other matters affecting or relating to the members or membership shall be under the complete control of Great Lakes Athletic Club (herein referred to as the Club). The dues applicable to any type of membership and any other charges imposed by the Club may be amended at any time. Members must be 11 years of age or older. Further, it shall be the policy of the Club to accept applications for membership from any individual of good character and responsible credit background, without regard to race, creed, color, sex, or national origin. Upon reaching the age of 18, any member who has been a member under a membership where such member was not the 'primary member' must obtain his or her own membership. All membership fees must be paid through the one account designated by the undersigned.

**Waiting List.** If membership has reached the limit set by management, any new application will be reviewed and when approved for membership will be placed on a waiting list. When membership is available, the new application will be eligible for membership under the terms and conditions and membership fees and dues structure in effect at that time.

**Classification of Members. Club memberships are non-transferable.**

**Membership Fees.** Membership fees consist of monthly Membership Dues.

**Dues:** Monthly Membership Dues are due and payable on the day of application and on a monthly basis thereafter. The Club reserves the right to, from time to time, determine the amount and terms of payment of Membership Dues. The obligation to pay Membership Dues is not dependent on the availability of or access to all of the Club's facilities. Repairs, improvements, tournaments, leagues, emergencies, etc. may require the restriction or closing of either some areas of the Club or the entire Club from time to time. Dues will not be suspended or refunded during the time when certain facilities are not available. Great Lakes Athletic Club will make reasonable efforts to ensure that all areas of the Club are always in suitable operating condition.

## PAYMENT AUTHORIZATION

The Club offers two methods for payment of Membership Dues: credit/debit card or e-check from a checking/savings account.

Membership Dues will be charged in advance once a month while the person remains a member of the Club. The undersigned hereby authorizes the Club to either, depending on the method chosen herein, automatically charge the designated credit/debit card or draft from the designated checking/savings account, on a monthly basis, any and all amounts due and owing to the Club for Membership Dues. The undersigned further authorizes the Club to automatically charge the designated credit/debit card or draft from the designated checking/savings account, as set forth herein, for all other amounts which the member may owe to the Club in the future.

**For Installment Plans-** The automatic payment of Membership Dues, in the manner selected herein, will occur on the same day of each month as the day of the initial payment. For example, if an application is filed on January 5<sup>th</sup>, monthly payments will be made on the 5<sup>th</sup> of each following month.

**For Subscriptions -** Payments shall be automatically withdrawn on the 1st of each month. Subscriptions are billed for the month approaching. For example, if you are billed on January 1, that payment is for your February Month to Month Membership.

A Decline Fee will be assessed for a returned check or credit card draft as a result of insufficient funds, closed account, or similar circumstances. Failure to make payment will result in the account being classified as delinquent. The undersigned agrees that he or she will be responsible for all collection costs. Including attorney and/or collection fees.

## TERMINATION OF MEMBERSHIP

**Voluntary Resignation (Month to Month)** A member may resign from the Club for any reason by giving 30 days' advance written notice to the Club. Once the termination request has been submitted the member will be billed in full for the following month. To cancel this Agreement, the undersigned must mail or deliver a signed and dated notice, stating that the undersigned is canceling this Agreement or words of similar effect. Such notice must be hand delivered to Club Management during business hours or sent by certified mail, return receipt requested, to Great Lakes Athletic Club. Any applicable refunds will be processed within 30 working days. Such voluntary resignation shall not be deemed effective until after the expiration of the 30-day notice period and after all required payments have been made by the undersigned to the Club. Subsequent to his or her voluntary resignation, the undersigned shall not be subject to any further dues or other charges.

**Voluntary Resignation (12 month)** After 12 full monthly payments of active membership dues, a member may resign from the Club for any reason by giving 30 days advance written notice to the Club. Once the termination request has been submitted the member will be billed in full for the following month. To cancel this Agreement, the undersigned must mail or deliver a signed and dated notice, stating that the undersigned is canceling this Agreement or words of similar effect. Such notice must be hand delivered to Club Management during business hours or sent by certified mail, return receipt requested, to Great Lakes Athletic Club. Any applicable refunds will be processed within 30 working days. Such voluntary resignation shall not be deemed effective until after the expiration of the 30-day notice period and after all required payments have been made by the undersigned to the Club. Subsequent to his or her voluntary resignation, the undersigned shall not be subject to any further dues or other charges.

**Involuntary Termination.** The Club reserves the right at any time to terminate the membership of any member for failure to comply with any of the Rules and Regulations adopted by the Club or for conduct the Club determines to be improper or contrary to the best interests of the Club. The terminated member will be required to immediately return his or her membership card to the Club. The Club may, without notice, terminate the membership of any member who is 30 days in arrears on his or her account payable to the Club.

## ASSUMPTION OF RISK, RELEASE, AND INDEMNITY

The use of the facilities at the Club naturally involves the risk of injury, whether the undersigned or someone else causes it. As such the undersigned agrees that he or she understands and voluntarily accepts this risk and agrees that the Club will not be liable for any

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injury, including and without limitation, personal, bodily, or mental injury, economic loss or any damage to the undersigned, the undersigned's spouse, guest, or relatives resulting from the negligence or other acts of the Club or anyone else using the facilities. If there is any claim by anyone based on any injury, loss, or damage described herein, which involves the undersigned, any other member under this Agreement, any of the undersigned's non-member children or any guest or child which the undersigned or any member under this agreement has brought to the Club facilities, the undersigned agrees to (a) defend the Club against such claims and pay the Club for all expenses relating to the claim and (b) indemnify the Club for all obligations resulting from such claims.

### **WAIVER OF LIABILITY**

The undersigned understands that there is an inherent risk of injury in the use of the Club's facilities, equipment, and services as well as in the participation in the Club's programs. Therefore, the undersigned agrees to specifically assume all risk of injury, whether physical or mental, for the undersigned, any member under this Agreement, any of the undersigned's non-member children or any guest or child which the undersigned or any member under this Agreement have brought to the Club's facilities, while such persons are using any of the Club's facilities, equipment or services or participating in the Club's programs, whether such programs take place inside or outside of the Club's facilities. The undersigned hereby waives any and all claims or actions that may arise against the Club, its owners, directors, employees, or volunteers as a result of any such injury to any such person. Such risks include, but are not limited to:

1. Injuries arising from the use of the Club's facilities or equipment, including any accidental or "slip and fall" injuries.
2. Injuries arising from participation in supervised or unsupervised activities and programs within the Club's facilities or outside the Club's facilities, to the extent sponsored or endorsed by the Club.
3. Injuries or medical disorders resulting from exercise at the Club's facilities, including, but not limited to heart attacks, strokes, heart stress, sprains, broken bones and torn muscles or ligaments.
4. Injuries resulting from the actions taken or decisions made regarding medical or survival procedures.

### **MEDICAL EXAMINATION**

All members are strongly encouraged to have a complete physical examination by a medical doctor prior to beginning any workout program or strenuous new activity. If a potential member has a history of heart disease, he or she should consult a physician before joining the Club.

### **RULES AND REGULATIONS**

The undersigned acknowledges the existence and the need for Rules and Regulations, including those governing the use of the Club's equipment and facilities and participation in programs and services. The undersigned hereby agrees to comply with these Rules and Regulations and to any amendments or additions to them as the Club deems necessary.

**Membership Cards.** Members MUST check in and present their membership card each time they use the Club. Members without membership cards or valid entry passes will not be allowed access to the Club. A replacement fee will be assessed for lost or stolen cards.

**Guests.** Guests must register at the front desk. Members of the Club are responsible for the appropriate attire and conduct of their guests. A guest fee will be charged for each guest's visit to the Club's facilities. The Club reserves the right to limit the number of guests a member may bring to use the Club's facilities.

**Attire and Equipment.** Proper attire is required for members and guests using the Club's facilities. Shirts and shoes are required in all public and recreation areas. Non-scuffing shoes are required for facility usage.

**Damages.** The cost to repair damage to the Club's property by a member, member's guest and/or dependent children shall be paid by the undersigned. The Club shall not be liable for any lost, stolen or damaged articles.

**Rules Inclusive.** The rules contained herein are not inclusive. Amendment to the Club's Rules and Regulations may be made from time to time if necessary. On all questions regarding the construction of these Rules and Regulations, the decision of the Club will be final.

### **ENTIRE AGREEMENT**

The undersigned acknowledges that he or she has received a complete copy of this Agreement, including the New Member Policy Checklist. The Agreement is not effective until executed in full. This Agreement contains the entire agreement of the parties and there are no other promises, or conditions in any other agreement, whether oral or written, except those other agreements specifically referred to herein.