ADDITIONAL MEMBERSHIP AGREEMENT TERMS

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

1. MEMBER’S HEALTH WARRANTY. Member warrants and represents that Member has no disability, impairment, or ailment preventing him/her from engaging in active or passive exercise or that will be detrimental or inimical to his/her health, safety, or physical condition if he/she does so engage or participate. This representation is made by Member knowing that Management will rely upon same in the respect to the issuance of this Membership and Certificate, and continuation of the same.

1A. It is further agreed that all exercises including the use of weights, number of repetitions, and use of any and all machines, equipment, and apparatus designed for exercising shall be at the member’s sole risk. Not withstanding any consultation on exercise programs which may be provided by Tremont Area Park District employees, it is hereby understood that the selection of exercise programs, methods and types of equipment shall be Member’s entire responsibility, and Tremont Area Park District shall not be liable to Member for any claims, demands, injuries, damages, or actions arising due to injury to Member’s person or property arising out of or in connection with the use by members of the services and facilities of Tremont Area Park District or the premises where the same is located and Member hereby holds Tremont Area Park District, its employees and agents harmless from all claims which may be brought against them by Member or on member’s behalf for any such injuries or claims aforesaid.

2. MEMBER’S INDEMNITY AGREEMENT. Member assumes full responsibility for any person who becomes a member under this contract and shall indemnify seller, its affiliates, agents, and employees against any and all liability incurred by them to such member who does not become a signatory.

3. RULES, REGULATIONS, AND SCHEDULES. Member agrees to abide by all the membership rules, regulations, and schedules of Tremont Area Park District which may be posted or issued orally; and which may be amended from time to time at the Management’s sole discretion.

4.GUEST POLICY. Guests may use the Club only when accompanied by a member or Tremont Area Park District personnel. Non-members must register and pay the applicable charges at the front desk prior to use. Tremont Area Park District reserves the right to limit guest privileges at any time or alter the guest policy and fee structure. Each guest is limited to the equivalent of five visits per year.

5. SUSPENSION OF MEMBERSHIP. Management has the right to suspend and/or terminate any membership for non-payment of dues, program fees, or for behavior inimical to the enjoyment of the club by other members (requiring payment of reinstatement fee for reinstatement.) Member may request suspension of a membership if, upon a written doctor’s order, Member cannot receive any of the service of the club because of significant physical disability.

6. RIGHT TO TERMINATION AND CANCELLATION. Membership agreement may not be terminated other than (a) if upon a doctor’s orders, a member cannot physically receive any of the services because of significant physical disability for a period in excess of twelve (12) months, (b) if a member dies, his/her estate shall be relieved of any further obligation for payments under the contract not then due and owing, (c) if a member moves, his/her residence more than twenty-five(25) miles from any health club operated by seller, (d) if services cease to be offered as stated in the contract. Memberships run continuously, and no temporary suspension or transfer is allowed because of travel schedules, or personal needs (exceptions will be made under some circumstances with prior notice.)

7. LAPSE OF MEMBERSHIP. A membership shall be deemed to be lapsed on the day following their renewal date for those on full payment plan. Lapsed Memberships shall not carry any residual privileges, and shall be required to pay all past due amounts in order to be considered an active member.

8. MEMBER’S OBLIGATIONS. Except upon properly expressed cancellation and transfer rights, Member shall not be relieved of his/her obligations to make payment agreed to, and no deduction or allowance from any said payments shall be made, by reason at Member’s failure to attend or use the club’s facilities. (Member dues compensate the clubs for a period of time when the member is eligible to use facilities and is no way related to actual usage of the club.)

9. DISHONORED CHECK OR BANK DRAFT. If any check or draft payable to Tremont Area Park District is not honored, in addition to the other rights it may have, Management shall have the rights to: (a) Assess a service charge of $20.00 for each check or draft so dishonored to reimburse for the costs of collection. (b) Collect the current and past-due balance in any subsequent month. (c) Terminate this contract and collect the entire balance due to the remainder of the membership year.

10. ENTIRE AGREEMENT. This contract constitutes the entire and exclusive agreement between the parties. Any promises, representation, understanding and/or agreement pertaining directly or indirectly to the contract which are not contained herein are hereby waived. This contract may be modified only by an instrument in writing. Employees are not authorized to make any independent agreement with any patron that is not the club’s general policy.

11. UNPAID BALANCES. All balances are to be paid in full or set up a payment arrangement with Tremont Area Park District. Any unpaid balance from membership fees, goods, or services past 30 days will result in automatic termination of membership and will require payment in full to be reinstated. Member is obligated to pay any collection and/or legal costs incurred by Management pursuant to enforcing the financial obligations.

12. VALUABLES AND PERSONAL PROPERTY. Members are urged to avoid bringing valuables onto club premises. Management, its affiliates, agent, or employees shall not be liable for the loss, theft of, or damage to the personal property of members or guests.

13. CHANGE OF ADDRESS. All members must notify Tremont Area Park District in writing of any address or name changes.

14. CHANGE OF MEMBERSHIP. In the case where one member of a couple discontinues his or her membership (regardless of which member it is,) the remaining member would be charged the single dues rate.

15. SPECIAL OCCASIONS. The management reserves the right to limit club usage on special occasions such as tournaments or special parties.

16. ANNUAL DUES. So long as the annual dues Member is in good standing, this membership will be continued automatically each year hereafter at the applicable rate on the first month following the anniversary date.

17. INTERRUPTION OF SERVICE. In case of long term interruption of all services provided (example: fire or other disaster), Tremont Area Park District reserves the right to freeze memberships and add the lost time once services resume.

18. PROX CARD. Prox card access to the fitness center will be cancelled at any time due to lack of payment of membership dues. Once payment is made, prox cards will be reactivated.

March 2022

