

ADDITIONAL MEMBERSHIP AGREEMENT TERMS
NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

1. **MEMBER'S HEALTH WARRANTY.** Member and buyer 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. Notwithstanding any consultation on exercise programs which may be provided by Hollis 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 Hollis 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 Hollis Park District or the premises where the same is located and Member hereby holds Hollis 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. **BUYER'S INDEMNITY AGREEMENT.** Buyer 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 Hollis District which may be posted or issued orally; and which may be amended from time to time at the Management's sole discretion.
4. **PRESENTATION OF MEMBERSHIP CARD.** No one will be admitted to Hollis Park District without displaying a valid membership card unless registering as a day guest. *Membership cards are not transferable.*
5. **REPLACEMENT OF PROXIMITY CARDS.** Lost or damaged member cards may be replaced during the membership year period for a fee upon presentation of positive identification.
6. **GUEST POLICY.** Guests may use the Club only when accompanied by a member or Hollis Park District personnel. Non-members must register and pay the applicable charges at the front desk prior to use. Hollis Park District reserves the right to limit guest privileges at any time or alter the guest policy and fee structure.
7. **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.
8. **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 person needs (exceptions will be made under some circumstances with prior notice.) Any initiation fee is non-refundable. The member had purchased the right to use the club and is responsible for a minimum of 12 months dues under this contract unless the monthly membership option on the reverse of this page is selected. And for any time in which the membership privileges were available to him or her regardless of club usage.
9. **LAPSE OF MEMBERSHIP.** A membership shall be deemed to be lapsed 37 days from billing date which is the first of each month if on monthly dues; or on the day following their renewal date for those on full payment plan. Lapsed Memberships shall not carry any residual privileges, and shall require the current Reinstatement Fee be paid in order to reinstate full Membership rights.
10. **BUYER'S OBLIGATIONS.** Except upon proper expressed cancellation and transfer rights, Buyer shall not be relieved of his 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.)
11. **DISHONORED CHECK OR BANK DRAFT.** If any check or draft payable to Hollis 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.
12. **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 be an instrument in writing. Employees are not authorized to make any independent agreement with any patron that is not the club's general policy.
13. **UNPAID BALANCES.** All balances in arrears over 30 days are subject to a 2% monthly service fee. (Annual rate is 24%.) Any unpaid balance from membership fees, goods, or services past 30 days will result in automatic suspension of membership and will require payment of reinstatement fee to be reinstated. Buyer is obligated to pay any collection and/or legal costs incurred by Management pursuant to enforcing the financial obligations of Buyer.
14. **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.
15. **CHANGE OF ADDRESS.** All members must notify Hollis Park District in writing of any address or name changes.
16. **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.
17. **SPECIAL OCCASIONS.** The management reserves the right to limit club usage on special occasions such as tournaments or special parties.
18. **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.
19. **30 VISIT PASSES:** Are valid for up to 30 visits or one (1) year from date of purchase, whichever comes first.
19. **INTERRUPTION OF SERVICE.** In case of long term interruption of all services provided (example: fire or other disaster), Hollis Park District reserves the right to freeze memberships and add the lost time once services resume.
20. **PHOTOGRAPH/ADVERTISEMENT WAIVER:** You may use my photograph only for news events or advertisements, including placement on the Hollis Park District website, Facebook and press releases.
21. **PROX CARD.** Prox Card access to the Hollis Recreation Center will be cancelled at any time due to lack of payment of membership dues. Once payment is made, prox card will be reactivated.



MEMBERSHIP AGREEMENT

AGREEMENT, made this _____ day of _____, 20____ by and between Hollis Park District

Monthly Membership Annual Membership

Resident Non-Resident Key Tag #: _____

Member Name: _____

Last First Middle Initial

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____

Check if you are interested in receiving e-mail notifications Yes for Text Messages Carrier: _____

E-Mail Address: _____

Date of Birth: _____ Gender: Male Female Non Binary

Emergency Contact & Number: _____ Relationship: _____

Medical Concerns _____

Physical Limitations: The member agrees to provide written evidence to staff of any medical limitation or related problems which may affect member's physical well-being while using the facilities. Membership Rights and Certificates: Upon acceptance of this application by seller. Member shall be entitled to all rights and privileges of the indicated membership group. All members are non-voting, non-proprietary, and run continuously.

ADDITIONAL FAMILY MEMBERS

First Name	Last Name	Birthdate	Gender	Medical Concerns	KEY TAG

Member will disclose any type of illness, fever, out of state/country travel before working out at facility at each work out session due to COVID 19 guidelines.

(Herein called Member) which shall entitle said member to the access and use of the basic facilities of the Seller, as they exist from time to time. This agreement commences with the above date. The agreement has a minimum term of 12 months from the starting date with automatic annual renewals. Rates are subject to change at any time, however, annual member's rates will be guaranteed at the existing level for one year following the member's starting date and adjusted automatically to the new rate 12 months after the date. Monthly memberships have no guarantee of rates from month to month. **BUYER ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS CONTRACT EXECUTED BY BOTH BUYER AND SELLER AND ACKNOWLEDGES CONTRACT TERMS ON REVERSE SIDE HEREOF, IN WITNESS WHEREOF, THE PARTIES HEREUNTO, SET THEIR RESPECTIVE HANDS, AS OF THE DATE FIRST SHOW ABOVE WRITTEN.**

By _____ *Primary Member (SIGN HERE) Please see reverse side* Hollis Park District Personnel

Proximity Card use for Annual Memberships Only:

Initial Here **PRIMARY MEMBER:** I Understand That This Facility May Be Unstaffed At Times and That I May Not Let Unauthorized Members in the Facility When It Is Unstaffed.

Initial Here **SECONDARY MEMBER:** I Understand That This Facility May Be Unstaffed At Times and That I May Not Let Unauthorized Members in the Facility When It Is Unstaffed.

<input type="checkbox"/> Adult	<input type="checkbox"/> Lonza	Total Amount Due: _____	Expiration Date: _____
<input type="checkbox"/> Couple	<input type="checkbox"/> Caterpillar	<input type="checkbox"/> Annual <input type="checkbox"/> Monthly Receipt #: _____	
<input type="checkbox"/> Sr. Single	<input type="checkbox"/> Ingredion	<input type="checkbox"/> Installments:	
<input type="checkbox"/> Sr. Couple	<input type="checkbox"/> Glasford Telephone	\$ _____ Date Paid: _____ Receipt #: _____	
<input type="checkbox"/> Scholastic	<input type="checkbox"/> Fire Dept.	\$ _____ Date Paid: _____ Receipt #: _____	
<input type="checkbox"/> Gym	<input type="checkbox"/> Other _____	\$ _____ Date Paid: _____ Receipt #: _____	
<input type="checkbox"/> 30 Visit		\$ _____ Date Paid: _____ Receipt #: _____	
<input type="checkbox"/> Prox Card # _____			
<input type="checkbox"/> Prox Card # _____	Staff Initials: _____		9/2020