

# MEMBERSHIP AGREEMENT

The undersigned member(s) agree(s) that his/her/their membership in Wheaton Sport Center (WSC) is subject to the following terms and policies and those set forth in Wheaton Sport Center Rules and Regulations. Receipt of a copy of those rules is acknowledged.

I will abide by all rules, regulations and policies of Wheaton Sport Center as they now exist and as they may be subsequently amended. Member, his or her dependent children, and member's guests, if any, will at all times comply. Dependents and children under the age of 14, must be supervised by a parent or guardian or they may be in a club approved class, lesson or program.

I agree to have my dues and charges (for merchandise, programs, childcare, court time or other services) electronically transferred (EFT) through my bank or credit card. If my account transfer of funds is rejected for any reason other than a Wheaton Sport Center error, I understand I will need to set-up another EFT with Wheaton Sport Center within 15 days or my membership may be cancelled and a penalty fee will be charged. If you think your statement is incorrect or if you need more information regarding a statement transaction, contact the Business Office at Wheaton Sport Center.

Monthly dues are taken on the 20th day of the month, for the following months and will continue to be charged each month until the end of the month when membership is cancelled. Statements are processed on the first business day of the month. Member(s) also agree(s) to pay all costs of collection, including reasonable attorney's fees, incurred by Wheaton Sport Center in enforcing or attempting to enforce any of the provisions of the Membership Agreement.

A member's account becomes delinquent unless the total amount of the monthly statement is paid in full within twenty (20) days of the billing date of the monthly payment. Partial payments do not prevent delinquencies. A minimum finance charge of 1.5% per month or the late fee in effect (whichever is higher) is assessed on all delinquent dues and charges. Any payment received on a delinquent account will first be applied to the oldest dues, charges and finance charges. Finance charges continue to accrue on any delinquent dues or charges until paid in full.

To cancel membership, a member must comply with the following procedure: Must give Wheaton Sport Center advanced written notification and fill out, sign, and turn in a membership cancellation form by the 15th of the month in order to terminate membership by the last day of the month. Cancellations for new memberships must occur within first thirty (30) days after joining WSC to receive refunded enrollment. Cancellation responsibilities for all charges acquired through end of month (including monthly dues and for next 30 days from date of received written cancellation).

Initial \_\_\_\_\_

Verbal notice of cancellation, either in person or by phone, is not valid and does not stop the continuing accrual of monthly dues and financial charges. Membership may be cancelled by Wheaton Sport Center if any amount remains delinquent thirty (30) days after the billing date of the monthly statement on which such amount first appeared. Cancellation by Wheaton Sport Center stops the accrual of monthly dues for subsequent months but does not excuse the member from liability for all previously billed but unpaid dues, charges, and finance charges which continue to accrue until payment in full is made.

Wheaton Sport Center reserves the right to cancel a membership at any time for any reason.

All memberships are non-voting, non-proprietary and non-transferable.

**WAIVER:** In consideration of being allowed to use WSC's equipment and facilities and participate in Wheaton Sport Center ("WSC") programs, leagues, tournaments or related events and activities ("Activities"), I acknowledge and agree that:

a. I understand the nature of the Activities, and I am qualified, in good health, and in proper physical condition to participate in such Activities. I will comply with all WSC policies and other terms and conditions for participation. If, however, I observe any hazard to myself or others during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest WSC representative immediately.

b. I fully understand that I and other participants will be engaging in Activities that could involve risk of serious injury, including permanent disability and death, which may result not only from my own actions or negligence but also the action or negligence of others (including WSC) or the condition of the premises or of any equipment used. I knowingly and freely assume all such risk, both known and unknown, even those arising from the negligent acts or omissions of others (including WSC), and assume full responsibility for my participation. I am aware that WSC does not provide medical insurance or cover injuries of any nature incurred at WSC.

c. I, for myself and on behalf of my heirs, executors, assigns, personal representatives and next of kin, hereby waive and release, to the fullest extent permitted by law, WSC, its owners, officers, administrators, directors, agents, trainers, contractors, and employees ("Releases"), and hereby assume all risk with respect to any and all injuries, disabilities, death or loss or damage to person or property, including attorneys' fees and costs ("Claims"), which may be suffered by me, my family members or guests whether arising from the negligence of the Releases or otherwise and I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releases of, from and against any Claims that such Releases may incur.

d. Photography, Image or Likeness Waiver. I hereby authorize and give my full consent to WSC to copyright and/or publish any and all photographs, videotapes and/or film in which I appear while attending any Activities. I further agree that WSC may transfer, use or cause to be used, those photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes in all medias, and television programs without limitations or reservations.

e. FOR MINORS PARTICIPATING IN ACTIVITIES: I, the minor's parent and/or legal guardian, understand the nature of the Activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such Activities. I hereby release, covenant not to sue, and agree to hold harmless the Releases with respect to any and all Claims, to the fullest extent permitted by law, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf, makes a Claim against any of the Releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releases from any Claims.

It is recommended that a physician be consulted before starting an exercise program.

Enrollment fees are non-refundable unless cancellation occurs within thirty (30) days of joining Wheaton Sport Center. Renewal of a previously cancelled membership requires full payment of a new enrollment fee. Wheaton Sport Center reserves full payment of a new enrollment fee. Wheaton Sport Center reserves the right to deduct the amount from the refunded initial fee the cost of products or services received as a result of membership promotions at the time of enrollment. Monthly dues are non-refundable.

All members' photos will be taken for identification and security purposes.

I have read the above terms of this agreement understand same and agree to be bound by each and every item. By typing your name & date below, this acts as your signature that you have read and accepted the each and every item outlined above.

**Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Spouse Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_