



Kent Athletic & Wellness Center

800 High Street
Chestertown, MD 21620
410-778-3148
www.kentathletic.com

New Membership _____ Renewal _____

MEMBERSHIP AGREEMENT

THIS AGREEMENT is made the _____ day of _____, 20__, by and between Kent Athletic & Wellness Center, located at 800 High St., Chestertown, MD 21620 and "Buyer":

ENROLLMENT. Seller agrees to and does sell, and Buyer agrees to and does buy, on the following terms and conditions (including the terms and conditions contained on the four pages of this Agreement), a membership at the Kent Athletic & Wellness Center for each person listed below, (herein called, whether one or more, "Member", which shall entitle the Member access and use the basic facilities of Kent Athletic, as they exist from time to time. This Agreement commences on the date written above for a term of 12 months at the initial dues rate.

| | | | | |
|---------------------------------------|--|---------------------|----------------------|-----------------------------------|
| MEMBERSHIP INFORMATION (Please Print) | <u>Dependents Name(s)</u> | <u>Relationship</u> | <u>Date of Birth</u> | <u>Barcode #:</u> (staff only) |
| Buyer's Name _____ Barcode # _____ | 3. _____ | _____ | _____ | _____ |
| Home Add. _____ | 4. _____ | _____ | _____ | _____ |
| City _____ State _____ Zip _____ | 5. _____ | _____ | _____ | _____ |
| Home Phone _____ Date of Birth _____ | 6. _____ | _____ | _____ | _____ |
| Business Name _____ | 7. _____ | _____ | _____ | _____ |
| Business Phone _____ | Medical: review #1-Medical Health Warranty on page. 2. | | | |
| Spouse's Name _____ Barcode # _____ | Referral: _____ | | | |
| Date of Birth _____ | Notes: _____ | | | |

| | | | | |
|--|-------------------------------|---------------|--------------|--------------|
| PAYMENT TO BE MADE TODAY: (staff only) | | | | |
| Membership Type : _____ | Total Contract Price \$ _____ | | | |
| Enrollment Fee \$ _____ | Dues Collected Today \$ _____ | | | |
| Total Paid Today \$ _____ | Cash _____ | Check # _____ | MC/Visa/AE/D | |
| Payment Terms: | Due date | Amount Due | Date Paid | Payment Type |
| | _____ | _____ | _____ | _____ |
| | _____ | _____ | _____ | _____ |
| | _____ | _____ | _____ | _____ |
| Start Date: _____ | Expiration Date: _____ | | | |

ADDITIONAL MEMBERSHIP AGREEMENT TERMS

1. **MEMBER'S HEALTH WARRANTY.** Buyer warrants and represents that each Member covered by this Agreement has no disability, impairment or ailment preventing him/her from engaging in active or passive exercise or that will be detrimental to his/her health, safety, or physical condition if he/she does so engage or participate. This representation is made by Buyer knowing that the Club will rely upon it in issuing a Membership card.
2. **RULES, REGULATIONS, AND SCHEDULES.** Member agrees to abide by all the membership rules, regulations and schedules of the Club, which may be posted at the Club or issued orally, and may be amended from time to time.
3. **MEMBERSHIP CARD.** No one will be admitted to the Club without displaying a valid membership card or unless registering as a guest. Membership cards are not transferable. Lost membership cards may be replaced during the year for a \$3.00 fee.
4. **GUEST POLICY.** Non-members must be registered at time of entry. Guest fees must be paid at the going rate per visit.
5. **SUSPENSION OF MEMBERSHIP.** The Club retains the right to suspend and/or terminate any membership for non-payment or behavior detrimental to the enjoyment of the Club by other members.
6. **BUYER'S OBLIGATIONS.** Except as provided elsewhere in this Agreement, Buyer shall not be relieved of his/her obligation to make payments because of failure to attend or use Club's facilities.
7. **DISHONORED CHECK.** If a check to the Club is not honored, the Club may assess a service charge of \$20.00 for each check.
8. **LOCKERS.** Lockers are provided solely for the benefit and convenience of members. The Club reserves the right to remove any articles left in a locker overnight. The Club, or its employees, shall not be liable for the loss or theft of Members or guests property.
9. **CHANGE OF ADDRESS.** Buyer must notify the Club in writing in any Member address or name changes.
10. **SPECIAL OCCASIONS.** Club usage may be limited on special occasions such as tournaments or special events.

"NOTICE OF CONSUMER RIGHTS" under Maryland Commercial Law, Article 14-12B-01

- A. You, the consumer, have the right to cancel and receive full refund within three business days after receipt of the contract, provided that the cancellation is in writing and delivered in person or by certified or registered mail to the seller.
- B. This contract provides that a consumer who has become disabled for at least three months during the membership terms and provides a physician's written verification is entitled to an extension of the contract.
- C. This contract also provides that if the facility is closed for a month or more, the consumer is entitled to an extension of the contract or a pro rata refund except where the closing is not the fault of the seller, in which case the choice refund or extension is made by Kent Athletic & Wellness Center.
- D. Our Center is registered under the Consumer Protection Division, Registration No. L2700
- E. In order to fulfill the Accountability requirement under Maryland Commercial Code 14-12B-01(d), we have secured a letter of Credit in favor of the "State of Maryland, Office of the Attorney General, Consumer Protection Division" in the amount of \$200,000. This amount represents the total amount of membership fees in advance from our members.

Membership Guidelines and Procedures

1. Code of Conduct

All individuals using Kent Athletic and Wellness Center are expected to conduct themselves in a manner consistent with the character, welfare, best interests, and policies of the center. Failure to do so will result in immediate dismissal from the premises and may result in revocation of membership and/or usage privileges.

2. Membership Cards

Memberships cards must be presented at the Front Desk for admittance. They are not transferable. If a card is lost, a \$3.00 replacement fee will be charged. Nonmembers may not enter the facility unless paying a guest fee or registering for a program.

3. Guest Policy

Guest/walk-ins may use the facility for a fee of \$12 per person or the current fee. Youth under 14 years of age may pay a fee of \$5, only if accompanied by an adult. **I.D. is required for proof of age.** The staff has the right to prohibit guests/walk-ins at any time. A registration/waiver form must be filled out and signed prior to using the facility.

4. Children

Children under 14 years of age are not permitted in the facility without adult supervision. Children under 14 are not permitted in the weight room or cardiovascular areas. However, we do offer childcare hours on Monday, Wednesday, and Friday 9:00am-11:00am, for a small fee.

5. Program/Childcare Coupons

All program and childcare participants must turn in coupons to the instructors prior to activity.

6. Food and Beverages

Any food or beverage other than water, will be permitted in Lobby Area and Tiled Area of the gymnasium only.

7. Closing Procedures

When closing time approaches, plan accordingly to exit building by that time.

8. Program Coupon Refund Policy

Participants that desire a refund must submit a request for refund in writing to management with an explanation and unused coupons. A \$5.00 processing fee will be charged.

9. Locker Room

The Locker Rooms are for use by members. Daily use of lockers is allowed, provided a membership card is turned in at the Front Desk in exchange for the key. There will be a \$15.00 charge for all lost keys and an additional charge if the lock has to be changed. Full Privilege Members will be provided with permanent locker use during the term of the membership. Children over 5 years of age may not use the locker room of the opposite sex.

10. Proper Attire

Shirts and athletic shoes must be worn at all times and in all parts of the facility. Clothing must cover all "male" and "female" body parts. Inappropriate/foul language on clothing will not be permitted. We require non-marking tennis shoes when participating in racquetball, aerobics, and gym sports. During inclement weather, please be considerate of our facility and equipment and bring another pair of shoes to workout in.

11. Facility Rental

Kent Athletic will provide facility rentals for a fee. Contact management if interested in a rental.

12. Smoking & Alcohol

Smoking and alcohol are prohibited in all areas of the facility. We provide a smoking urn outside of the facility for "butt" disposal.

WAIVER AND RELEASE:

In exchange for the right to use the Club’s facilities, services and to participate in/or engage in any athletic program or activity provided by or at the Club, I agree, on behalf of myself and my family members participating in this membership, to the following:

(a) I recognize that there are available to me other clubs that provide similar programs, facilities, and equipment and I have chosen the Club after considering that certain rights that I and participating family members might have are being waived and released with our membership.

(b) I and participating family members are aware of the desirability of a physical examination and the approval of a physician to participate in exercise and other athletic activities at the Club. We are not aware of any physical or medical condition that would create any risk of injury or death in participating in any program or activity in the Club. We understand that this membership is being granted based on the representation that I and participating family members are physically capable of participating in all programs and activities of our choice without illness or injury to me, them or others.

(c) I and participating family members, being aware of the risks of illness, injury, accident, or damage to property inherent in the use of the Club’s facilities, services and activities, agree to be solely responsible for and to assume all such risks, including the risk that the facilities were negligently operated or maintained or activities at the Club were negligently conducted.

(d) In consideration of being permitted to participate and use the Club’s services, facilities and programs, I and participating family members hereby expressly agree to forever discharge, waive, and release the Club, its agents, servants and employees, from any and all claims, demands, injuries, actions, damages, or causes of action relating or arising out of any active or passive negligence by the Club or its employees causing bodily injury, mental injury or property damage as a result of any accident, loss, damage or injury suffered by me or participating family members arising out of, connected with, or caused by the use of the club’s services, programs and/or facilities, including any injury arising from any mechanical defects, failure of equipment or defective condition of the premises.

BUYER/BUYERS(signatures required for ALL family members over the age of 18)

I/we have read, understand, and agree to the membership agreement, terms, waiver and release, guidelines and procedures and understand our rights of the State of Maryland and the policies of the Kent Athletic and Wellness Center.

By: (buyer)_____ Date: _____
(spouse)_____ Date: _____
(dependent)_____ Date: _____
(dependent)_____ Date: _____
(dependent)_____ Date: _____
(dependent)_____ Date: _____
(dependent)_____ Date: _____

SELLER (Kent Athletic and Wellness Center)

By: _____ Date: _____