



Kent Athletic & Wellness Center

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

New Membership _____ Renewal _____

MEMBERSHIP AGREEMENT

THIS AGREEMENT is made the _____ day of _____, 20__, by and between Kent Athletic & Wellness Center (the "Club"), 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 the Club, 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>
Buyer's Name _____	(staff) Barcode # _____	_____	_____	_____	_____
Home Add. _____		_____	_____	_____	_____
City _____	State _____ Zip _____	_____	_____	_____	_____
Home Phone _____	Date of Birth _____	_____	_____	_____	_____
Email Address: _____					
Business Name _____					
Business Phone _____	(staff)	Medical: Review Member's Health Warranty.			
Spouse's Name _____	Barcode # _____	Referral: _____			
Spouse Date of Birth _____		Notes: _____			

(THIS AREA: STAFF USE ONLY)

Membership Type: _____ Total Contract Price \$ _____

Enrollment Fee \$ _____ Dues Collected Today \$ _____ Cash _____ Check# _____ MC/Visa/AE/D _____ Total Paid Today \$ _____

Payment Terms (check one): Annual _____ Quarterly _____ Monthly - Due On: __ - _____ Other _____

QUARTERLY

Due Date:	Amount Due:	Date Paid:	Payment Type:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

MONTHLY

Date Paid:	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 or inimical 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.** The Membership Guidelines and Procedures shall be considered a part of this Agreement. Member agrees to abide by all the membership rules, regulations and schedules of the Club, which may be posted at the Club and/or on its website at kentathletic.com or issued orally, and 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 fee.
4. **GUEST POLICY.** Non-members must be registered prior to entry. Guest fees must be paid at the then applicable rate per visit.
5. **SUSPENSION OF MEMBERSHIP.** The Club retains the right to suspend and/or terminate any membership for non-payment or violation of the Code of Conduct or any other behavior or conduct that is, in the sole judgment of the Club, detrimental to the image or reputation of the Club or its members or interferes with or diminishes use or enjoyment of the club by other members or the Staff.
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 any 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 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 a Member's or guest's property.
9. **CHANGE OF ADDRESS.** Buyer must notify the Club in writing of any Member change of address or name.
10. **SPECIAL OCCASIONS.** Club usage may be limited on special occasions such as tournaments or special events.
11. **NO WARRANTIES.** THE CLUB MAKES NO WARRANTY, EXPRESS OR IMPLIED OR STATUTORY, AS TO THE QUALITY, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR ANY PURPOSE THE FITNESS SERVICES OR THE EQUIPMENT, ALL OF WHICH ARE HEREBY EXCLUDED AND DISCLAIMED. THE FITNESS SERVICES AND THE EQUIPMENT ARE PROVIDED TO YOU ON AN "AS IS AND AS AVAILABLE" BASIS.
12. **NOTICE OF CONSUMER RIGHTS.** (Md. Comm. Law Code Ann. §14-12B-06). You have the following consumer rights under this Agreement:
 - A. 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. To extend this contract if you become disabled for at least three months during the membership term and provide a physician's written verification.
 - C. To an extension of the contract or a pro rata refund if the facility is closed for a month or more, unless the closing was not the fault of the Club, , in which case the Club has the right to decide whether you will receive a refund or extension.
 - D. To know the Club's registration number, which is Consumer Protection Division, Registration No. L2700.
 - E. To know that the Club has obtained an irrevocable letter of Credit in favor of the "State of Maryland, Office of the Attorney General, Consumer Protection Division" in the amount of \$200,000, which represents the total amount of membership fees in advance from our members.

13. **WAIVER AND RELEASE:**

As used in this Section (Waiver and Release), the pronouns "I" or "We" or "me" or "us" includes all persons signing this Agreement, family members of persons participating in the membership and any minor child under the care, custody or control of any person who signs this Agreement. 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/We agree to the following:

A. There are available to us/me other clubs that provide similar programs, facilities, and equipment. I/We have chosen the Club after considering that certain rights that I/We and participating family members and our minor children might have are being waived and released with our membership.

B. I/We 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. I/We am/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. I/We understand that this membership is being granted based on the representation that I/We are physically capable of participating in all programs and activities of our choice without illness or injury to me, them or others.

C. I/We are aware that engaging in fitness and/or athletic activities is potentially hazardous and can result in a variety of serious and even lethal injuries or conditions. By voluntarily participating in any of the activities of the Club and/or using the equipment, and being aware of the risks of illness, injury, accident, or damage inherent in the use of the Club's facilities, services and activities, I/We agree to be solely responsible for and to assume all such risks, including the risk that the facilities might be negligently operated or maintained or the activities at the Club might be negligently conducted. If I/We are injured at the Club as a result of conditions, equipment, activity or services at the Club, we understand that I/We will have no legal recourse against the Club.

D. I/We hereby expressly agree to forever discharge, waive, release the Club, its agents, employees, directors and officers from all claims or causes of action relating to or arising out of any form of negligence by the Club or its employees causing physical or mental injury or property damage as a result of any accident, loss, damage or injury suffered by me/us and which arises out of, or is connected with, or caused by the use of the Club's services, programs and/or facilities, including any injury or death arising from any mechanical defects, failure of equipment or defective condition of the premises. This Release shall apply to our heirs, representatives and assigns. I/We are not releasing the Club for any willful or intentional conduct.

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 under Maryland law and the policies of the Kent Athletic and Wellness Center.

By: (buyer) _____ Date: _____

(legal guardian of buyer) _____ Date: _____

(spouse) _____ Date: _____

(dependent) _____ Date: _____

(dependent) _____ Date: _____

(dependent) _____ Date: _____

(dependent) _____ Date: _____

SELLER (Kent Athletic and Wellness Center)

By: _____ Date: _____

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

Membership cards must be presented at the Front Desk for admittance. They are not transferable. If a card is lost, a replacement card will be issued for a fee to the member. Non-members 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 the current fee. Identification may be required for proof of age. The staff has the right to prohibit guests/walk-ins at any time. A 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.

5. Program/ Coupons

All program 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. Refund Policy

Participants that desire a refund must submit a request for refund in writing to management with an explanation. A 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 a lost key and an additional charge if the lock must be changed. Children over 5 years of age may not use the locker room of the opposite sex.

10. Proper Attire

Shirts, shorts/pants and athletic shoes must be worn at all times in all parts of the facility. Inappropriate/offensive/foul language on clothing will not be permitted. We require non-marking athletic 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 consider facility rentals for a fee. Contact management if interested in a rental.

12. Smoking, Drugs & Alcohol

We are a drug, tobacco, smoke and alcohol free facility. This behavior is prohibited in all areas inside of the facility as well as within the parking lot area.

Buyer / Guardian / Dependent – Initials – Agreement to Abide By Membership Guidelines and Procedures

X_____ X_____ X_____ X_____

X_____ X_____ X_____ X_____