



## MEMBERSHIP AGREEMENT

In this agreement, "Club Owner" refers to Andrews University, a Michigan nonprofit educational corporation, through its operating unit the "Andreasen Center for Wellness" (the "Wellness Center" or "Club"). "Club Location" refers to 8750 W. Campus Dr, Berrien Springs, MI 49103. "I", and "member" refers to the person(s) whose name(s), signature(s) and initials appear on this document. "The member" refers to the member named above whose financial institution is billed when a joint or household membership is in effect. The primary member may initial and approve this agreement on behalf of dependents. "We" refers collectively to the individual signing this agreement and his/her household members when a joint or household membership is in effect.

### **MONTHLY MEMBERSHIP \_\_\_\_\_ (member initials)**

This agreement is month-to-month and is a legally binding obligation for which I am financially responsible for the entire account. I agree that if I fail to pay when a payment is due that I will be required to pay the entire unpaid balance immediately. If collection or legal services are needed to collect the unpaid amount, I am responsible for all costs of collection, including attorney's fees of Club Owner. All claims, terms and conditions for this agreement are associated with this Club Location.

### **PREPAID ANNUAL MEMBERSHIP \_\_\_\_\_ (member initials)**

If purchasing a prepaid annual membership, we understand that when our prepaid annual membership expires, it will be automatically renewed for an additional one (1)-year period, unless I the member give the Club at least thirty (30) days' prior notice of my desire not to renew. We agree to pay the annual fee due for the renewed membership no later than three (3) days after the renewal period begins. If the Club already has my credit card or banking information on file, I authorize the Club to attempt to collect the membership fee using that information. If collection or legal services are needed to collect the unpaid amount, we are responsible for all costs of collection, including attorney's fees of Club Owner.

### **MEMBERSHIP PAUSE \_\_\_\_\_ (member initials)**

We recognize that we have the right to freeze our membership at any time, during which time we will not be charged standard dues. We must provide notice by at least 10 days prior to membership renewal to delay renewal charges. We understand that monthly memberships will incur a \$10/month processing charge for each paused month, but that there is no charge for pauses on annual memberships. If our membership is prepaid, it will be extended one month for each month paused.

### **MEMBERSHIP CANCELLATION AND REFUND \_\_\_\_\_ (member initials)**

We are obligated to pay monthly dues (or annual dues of prepaid annual membership is purchased) regardless of whether we use the club. However, we may cancel our monthly membership by phone, email, in person or by delivering or mailing written notice of cancellation to the club at the address above **by no later than the tenth (10) day of the month** before the month on which the termination will take effect. Otherwise, we will incur an additional month's charge unless we've prepaid the last month's dues at the time we joined. **NO CASH REFUNDS**

### **ASSUMPTION OF RISK \_\_\_\_\_ (member initials)**

By signing this agreement, we assume all risks of personal injury (including contraction of COVID-19 or other communicable disease) and property loss or damage, and we waive all rights to pursue money damages or any other relief of any kind as a result of anything occurring at or near the Club Location. In the event we are injured while on Club property or during a Club-sponsored event, I will hold harmless Club Owner and all of its trustees, corporation members, employees, agents, successors and assigns from

all claims of any sort for damages or for other relief, including claims for contribution. This waiver of liability applies to my household members, successors, heirs and assigns.

**WAIVER REGARDING FACILITY AND ACKNOWLEDGEMENT OF POTENTIAL MEMBER LIABILITY \_\_\_\_\_ (member initials)**

We acknowledge that the Club advises members to consult their physician before engaging in any exercise program. We further acknowledge there is possible danger connected with any physical activity, and we knowingly and voluntarily waive the right to make a legal or equitable claim of any sort against Club Owner and its trustees, corporation members, employees, agents, successors and assigns from all claims of any sort for damages or for other relief, including but not limited to claims for contribution, arising out of or in any way related to our use of the facility and its equipment. We agree to abide by the Club's rules and regulations (which are incorporated into and expressly made a part of this Agreement), and we acknowledge that the Wellness Center reserves the right to curtail or deny the use of any equipment, facility, or service whenever it believes such use might be detrimental to a member's health or well-being. Moreover, we acknowledge that we are liable for all damage that we cause to the equipment or physical infrastructure of the facility and will reimburse the Club Owner via the payment method used to pay my monthly dues.

**HOUSEHOLD MEMBERSHIP INDEMNIFICATION \_\_\_\_\_ (member initials)**

If we have purchased the "Household" membership plan by way of add-on memberships, we agree that each member of my household covered under this agreement also agrees to assume the risk of injury as stated above, and we indemnify and hold harmless Club Owner and its trustees, corporation members, employees, agents, successors and assigns from any claims for injury and damages brought by my household members. Moreover, we are aware that only household members listed in this agreement may use the club. A household member must be at least 16 years old to use the club alone. A household member under age 16 can use the club only under the supervision of a parent or legal guardian. A household member under age 14 may only use the locker room and pool areas of the Wellness Center, and childcare services, when available.

**UNAVAILABILITY CLAUSE \_\_\_\_\_ (member initials)**

In the event the entire Club should become closed to the public for more than five (5) consecutive days due to health, safety, or other unanticipated reasons, I acknowledge that I am liable for only that period of time that the Club was available for the public to use while this agreement is in effect. If funds have already been paid, we will be entitled to a pro rata refund for the time period that the facility is unavailable but for which funds had already been paid. The refund may be in the form of credit or check or extension of term; no cash refunds.

**DEATH/DISABILITY CLAUSE \_\_\_\_\_ (member initials)**

If the primary member dies or become totally or permanently disabled, that member or his or her estate may cancel this agreement and receive a pro rata refund for any unused membership fee.

**GUESTS \_\_\_\_\_ (member initials)**

We may bring a guest only during staffed hours and only after arranging for a pass with club staff. We understand that we are responsible for the acts and omissions of any guest while they are using the facility and ensure that they will comply with the terms of this Agreement except for payment of dues until they become club members.

**PHOTO AND VIDEO RELEASE \_\_\_\_\_ (member initials)**

From time to time, the Wellness Center may take photos and videos ("Visual Imagery") of its members participating in various activities including, but not limited to, youth activities, special events, sporting events, Wellness Center events, and special shoots. This Visual Imagery is used in the Club's newsletter,

brochures, social media, online advertising, print ads, website, and other communications to advertise and promote the Wellness Center and recognize its members. I consent, for myself and for my household members (if this is a joint or household membership), to being photographed or videotaped for such purposes, and we release the Wellness Center, its trustees, corporation members, employees, agents, successors, and assigns, as well as any third parties involved in the creation or publication of promotional materials, from all liability arising from the use of my/our/my child's Visual Imagery for the stated purposes. I the primary member acknowledge that I may withdraw this consent and release at any time by delivering or mailing written notice to the Club at the address above.

Date: \_\_\_\_\_

Signature of Primary Member: \_\_\_\_\_