

The Court Club
Membership Application

Member Name

Additional Member Names

Address _____

M/F _____

City _____ State _____

M/F _____

Zip Code _____

M/F _____

Telephone Home _____

E-Mail Address _____

Work _____

How did you hear about the Club? _____

Emergency Contact Numbers:

Name _____

Telephone: Home _____ Work _____

Name _____

Telephone: Home _____ Work _____

Type of Membership

Gold Club:

Individual/Monthly _____ Individual/Annually _____ Family/Monthly _____ Family/Annually _____

Silver Club:

Individual/Monthly _____ Individual/Annually _____ Family/Monthly _____ Family/Annually _____

Type of Payment Plan

EFT (Electronic Funds Transfer)

Bank _____ Checking Account # _____

Mastercard _____ Visa _____ Discover _____ American Express _____

Expiration Date _____ Credit Card # _____

For Office Use Only

Date Joined _____

Expiration _____

Title of Membership _____

Contract # _____

Monthly Dues \$ _____

Rep _____

Other Comments _____

CONSUMERS' RIGHT TO CANCELLATION: YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS OF THE CONTRACT

Notice of cancellation shall be in writing subscribed by the buyer and mailed by registered or certified United States Mail to the seller at the address specified on such form. Such notice shall be accompanied by the contract forms, membership cards and any other documents or evidence of the membership previously delivered to the buyer. All monies paid pursuant to such contract shall be refunded within fifteen business days of receipt of such notice of cancellation.

Additional Rights to Cancellation:

If the Checkfree System and/or Club Billing is used by the member may cancel this contract with the following requirements:

1. Member must submit a letter of termination.
2. Member must submit outstanding membership cards.
3. Member must give adequate time, thirty (30) days prior to month-end, for the reasons of time constraints for the automatic billing cycle.

If a member decides to compensate for the entire fiscal year, member may cancel for any of the following reasons:

1. If upon a doctor's order, member cannot physically receive the services because of a physical disability for a period of six months.
2. If member dies, member's estate shall be relieved of any further obligation for payment under the contract not then due and owing.
3. If member moves residence more than twenty-five miles from any health club operated by the seller.
4. If the service ceases to be offered as stated in the contract.

The seller may require reasonable evidence for a cancellation pursuant to this subdivision.

All monies paid pursuant to such contract cancelled for the reasons in this subdivision shall be refunded within fifteen days of receipt of such notice of cancellation, provided, however, that the seller may retain the expenses incurred and the portion of the total price representing the service used of completed, and further provided that the seller may demand the reasonable cost of goods and services which the buyer has consumed or wishes to retain after cancellation of the contract in no instance shall the seller demand more than full contract price from the buyer.

The above clauses are riders to the member's contract.

Waiver, Release of Liability and Assumption of the Risks of Using The Court Club Facilities

Disclaimer: *The Court Club is not responsible for any injury, including death, or loss of property to any person suffered while on the premises or participating in the use of The Court Club and its facilities for any reason including but not limited to the utilization of any equipment or the playing, practicing or spectating of any activity occurring on or about The Court Club premises.*

In consideration of my participation in and the use of The Court Club's facilities I hereby release and covenant not to sue The Court Club, its owners, shareholders, directors, officers, employees, representatives, agents and lessees from any and all present and future claims resulting from ordinary negligence and inherent risk of use of the facilities and equipment of The Court Club included but not limited to any loss, injury, damage, or liability sustained by me while on or about the premise of The Court Club.

I am fully aware, appreciate, and understand *that the activities The Court Club's facilities are normally and usually used for include but not limited to walleyball, volleyball, badminton, basketball, racquetball, handball, squash, aerobics, weightlifting, nautilus, boxing, spinning, and associated activities such as spectating, socializing, eating, and drinking can, may and do involve severe cardiovascular stress, violent physical contact; the risk of serious injury including permanent disability and death, severe social and economic losses, and other unknown or unforeseeable risks.*

I am fully aware and understand *that The Court Club does not have on or about The Court Club premises, or employ or contract with any medical services, provisions for ordinary or emergency medical services including but not limited to emergency cardiovascular assistance.*

I am fully aware and understand *that such losses, injury, disability, or death may result from the actions, interactions or negligence on my part of The Court Club, on the part of others, the rules of play, or the condition of The Court Club's premises and equipment.*

I agree that immediately prior to participating in any activity *occurring in or about The Court Club's facility and equipment to be used and if any defect is apparent in any facility or equipment and I will notify the management of The Court Club of the defect.*

I further agree that if I am not knowledgeable *in the proper use of any of The Court Club's facilities or equipment I will obtain proper instruction for the correct use of such a facility or equipment from a qualified individual before I will use the facility or equipment.*

I further agree to indemnify and hold harmless *The Court Club, its owners, shareholders, directors, officers, employees, representatives, agents and lessees for any and all claims arising from my involvement in or receiving instruction for The Court Club activities or any activities incidental thereto wherever, whenever, and however the claims my arise including but not limited to travel and from The Court Club or related activity site and participating remote sites.*

I assume all the foregoing risks and accept personal responsibility for any damages and loss following any loss of property, injury, permanent disability or death resulting therefrom.

I have read and fully understand the above waiver, release and assumption of risk and fully understand that I have given up substantial rights by signing this waiver, release and assumption of risk and sign it voluntarily.

Any person under the age of 18 years must have a parent or guardian co-sign this form.

Date

Name (Print)

Signature
