

TALLEY FITNESS CENTER MEMBERSHIP AGREEMENT

Article I – Membership

Section 1. Provisions. The classification of member, the amount of dues payable each class, the amount of admission, the suspension or expulsion of members, and all other matters affecting or relating to the members or membership shall be under the complete control of the City of Frederick Parks & Recreation Department staff (therein referred to as Management). The dues applicable to any type of membership and other charges imposed by the Talley Fitness Center (therein referred to as The Center) may be amended by the Management at any time.

Section 2. Non-discrimination. It shall be the policy of The Center to accept applications for membership from any individual, couple or family of good character and responsible credit background without regard to race, creek, color, sex or national origin.

Section 3. Consumers will be notified of any membership changes or other changes with reasonable notice.

Article II – Suspension and Expulsion

Section 1. Suspension. All rights and privileges of any membership who is in arrears in his/her account for 30 days may be suspended by the Management without notice until such accounts are paid in full.

Section 2. Expulsion. The membership of any member may be cancelled by the Management or suspended for any period of time in the event of violation of any Policy or Procedure set forth by the Management, or any conduct, which in the opinion of Management is prejudicial to the welfare, good order and character of The Center.

Section 3. Member Liability. In the event of suspension or expulsion, in the case of monthly membership, the Member shall not be relieved of his liability to pay in full through the remainder of the month, or , in the case of a yearly membership, will not be relieved of liability for the remainder of the year. In addition, the Member must return the membership card within a reasonable amount of time, or shall incur a penalty fee in the amount of \$25.

Article III – Renewal and Termination

Section 1. The terms of a monthly membership require a band withdrawal agreement between the Member and The Center. The terms of a yearly membership require a check payment in full for the year.

Section 2. To cancel a monthly membership, the Member must notify The Center in writing 30 days prior to cancellation date and is liability for payment in full through the remainder of the month. In addition, Member must return membership card, less he/she incur a \$25 fee.

Article IV – Health Warranty

Section 1. The Member warrants and represents that the member or any family member or guest entitled to use the facilities of The Center under the terms of the membership, has no disability, impairment or ailment preventing such as person from engaging in active or passive exercise or that will be determined or inimical to such person's health, safety or physical condition, if such as person does so engage or participate.

Section 2. The Member acknowledges and agrees: (1) that The Center will rely on the foregoing warranty when issuing the membership, (2) that The Center shall have no obligation to perform fitness assessment or similar testing to determine the Member's physical condition, (3) that if any fitness assessment or other similar testing is performed by The Center, it is solely for the purpose of providing comparative data with which the Member can chart the Member's progress in a program and is not for diagnostic purposes and, (4) that The Center shall not be subject to any claim, demand, or injury whatsoever on account of The Center's evaluation or interpretation of such fitness assessment or similar testing. Each member should be aware of his/her medical history and should consult with a physician prior to engaging in or continuing to exercise if a medical condition develops or appears to be developing.

Article V – Liability and Waiver of Liability

Section 1. Each Member of The Center shall be liability for any property damage and/or personal injury caused by the Member or the Members' family or guest at The Center or any activity or function operated, arranged or sponsored by The Center. It shall be the obligation of the Member to pay for any costs involved upon presentation or a statement thereof.

Section 2. All use of The Center facilities shall be undertaking by the Member or any family member and guest of the Member who in any manner makes use or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned or operated by The Center or engages in any contest, game, function, exercise, competition or any other activity operated, organized, arranged, and/or sponsored by The Center either on or off The Center's premises AT SUCH PERSON'S OWN RISK, and The Center shall not be liable for any injuries or damage to any such person or the property of any such person, or be subject to any claim, demand, injury or damage.

Article V – Liability and Waiver of Liability (continued)

Section 3. The member individually and on behalf of the Member's personal representative, heirs, administrators, assigns and successors does hereby expressly forever release and discharge The Center, its successors and assigns as well as its officers, agents and employees from all such claims, demands, injuries, damages, actions or causes of actions.

Article VI – Club Regulations

1. All members using the facilities must present their membership card at the front desk.
2. All members shall be expected to wear proper attire when using The Center. Shirts and shoes must be worn at all times.
3. Used athletic attire or other personal articles shall not be left in The Center overnight.
4. Members shall give written notice of change of address.
5. Any member who willfully or neglectfully causes such damage shall pay for damage to The Center property and any such amounts shall be added to the monthly dues. Members are responsible for damage incurred by dependent children or guests.
6. Billing Procedures Accounts will be drafted through your bank account. A \$25.00 charge to the member will be assessed for any returned item due to account closed, insufficient funds, etc.
7. On all questions concerning the construction of these House Rules the decision of the management shall be final.
8. Amendments to these House Rules may be made from time to time, as such conditions may be warranted in the judgment of management.
9. There will be no smoking in any part of the facility by any person.
10. The Center is not responsible for any lost or stolen items while members or guests are using the facility.
11. All members use The Center facilities at their own risk. Consult your physician prior to engaging in exercise.

Article VII – Mutual Agreements

MEMBER UNDERSTANDS AND AGREES

1. To be bound by the Policies and Procedures of the William R. Talley Fitness Center as they now exist and as they may from time to time be amended to supplemented.
2. That ALL fees, monthly and yearly, paid are non-refundable except as otherwise noted under Article IX, Notice of Consumer Rights. Dues are to be paid through one of The Center's approved payment plans. Termination of an approved payment plan does not relieve the Member of his/her liability to pay in full amount owed to The Center.
3. NON-USE OF FACILITIES. Even if our facilities and services are not used, you are still responsible for payment under this contract.
4. That all memberships are non-assessable, non-voting and non-proprietary.
5. The Member confirms that he/she has received and read a copy of this Membership Application and Agreement and Policies, Procedures, and Members Warranties, understands them and agrees to their terms and conditions.
6. Employees are not authorized to make any independent agreement with any Member.

Article VIII – Default

A member will be in default if the member fails to comply with the terms and conditions of the Membership Agreement. Upon the default by member of the Membership Agreement, The Center shall be entitled to pursue all of its legal remedies and in the event of a default due to non-payment, The Center shall have the right to turn the matter over to its attorneys for collection and the member shall be responsible for the payment of all costs and expense of collection, including collection fees in the amount of thirty percent (30%) of any amount due and owing The Center. Member also agrees that all past due payments shall bear interest at the rate of one and one-half percent (1 ½%) per month on any unpaid amount due and owing to The Center.

Article IX – Notice of Consumer Rights

If a member becomes disabled for at least three months during the membership and that disability is confirmed in writing by a physician, the member has a right to an extension of the contract. If The Center is closed for a month or more, the member is also entitled to his/her choice of either an extension of the contract or a pre-rated refund, except if the closing is not the fault of The Center, in which case the choice of member is The Center's. Members have the right to cancel this membership agreement within three business days and be entitled for a full refund of any money paid. Cancellation must be in writing and delivered either in person or by certified mail. If notice of cancellation is mailed, it must be postmarked by midnight on the third business day. The William R. Talley Fitness Center will include the following: a fitness training area with stationary bicycles, stair steppers, treadmills, elliptical machines, circuit systems, a free weight area, and/or other equipment, gymnasium, and separate locker facilities for males and females.