

MEMBERSHIP AGREEMENT APPLICATION

COMMUNITY CENTER FITNESS
 HALES CORNERS LUTHERAN CHURCH
 12300 W. JANESVILLE RD.
 HALES CORNERS WI, 53130

ACCESS CARD # _____ APPLICATION DATE _____

FIRST NAME _____ LAST NAME _____

EMAIL ADDRESS _____ HCLC CHURCH MEMBER Y or N

ADDRESS _____

CITY _____ STATE _____ ZIP _____

HOME PHONE _____ BUSINESS PHONE _____ EXT _____

COMPANY _____

FOR OFFICE USE ONLY

MEMBERSHIP DUES: All members must pay a \$10 registration fee. This fee includes one fitness center card. Each additional card needed is \$8.00

	6 Month		1 Year
:	<input type="checkbox"/> Individual - \$55.00	<input type="checkbox"/>	Individual - \$100.00
	<input type="checkbox"/> Individual + One - \$80.00	<input type="checkbox"/>	Individual + One - \$150.00
	<input type="checkbox"/> Family - \$110.00	<input type="checkbox"/>	Family - \$200.00

(prices refer to people in the same household ages 15 and up) All children under age 18 need to be accompanied by an adult.

	Name	Birth Date	Member ID
1st Person*			
2nd Person*			
3rd Person*			
4th Person*			
5th Person*			

* Each additional adult under the membership needs to sign his/her own liability waiver

Method of Payment: Cash, Check, Money Order and MasterCard/Visa
 Please make check or money order payable to: HCLC Community Center
 \$25 fee for all returned checks and/or declined credit cards.

Registration Fee : _____ (\$10.00)

Membership Fee: _____

of Additional Cards ____ Amount _____ (\$8.00/card non-refundable)

TOTAL PAYMENT: _____ PAYMENT METHOD: _____

START DATE: _____

Statutory Language as to Buyer's Right to Cancel this Contract:

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BUYER'S RIGHT TO CANCEL

If you wish to cancel this contract, you may cancel by mailing a written notice to Community Center Fitness. The notice must say that you do not wish to be bound by this contract and must be delivered or mailed before midnight of the third business day after you sign the contract. After you cancel, the Fitness Center may request the return of all contracts, membership cards and other documents of evidence of membership. The notice must be faxed to 414-529-6710, or mailed to:

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You may also cancel this contract if you relocate your residence further than twenty-five miles from Fitness Center. This contract may also be canceled if you die, or if the health club ceases operation at the location where you entered into this contract. If you become disabled, you shall have the option of: (1) being relieved of liability for payment on that portion of the contract term for which you are disabled or (2) extending the duration of the original contract at no cost to you for a period equal to the duration of the disability. You must prove such disability by a doctor's certificate, which shall be enclosed with the written notice of disability sent to the Fitness Center. If you cancel, the Fitness Center may keep or collect an amount equal to the fair market value of the services or use of the facilities you have already received.

ACKNOWLEDGMENT AND AGREEMENT

I understand that this Membership Agreement will remain in effect until the end of the six (6) months and cannot be cancelled during such period except as specifically provided for in this Membership Agreement. After such period, I may cancel at anytime with a 30-day written notice. My membership will remain in effect until written notice is received.

I understand that the Fitness Center will provide part-time personnel regularly on-site at the premises. Accordingly, I agree that I will use the facilities of HCLC Community Center solely at my own risk, with due regard for determining the effect on me of any specific exercise.

I hereby acknowledge that I have read and understand all four pages of this Membership Agreement, including the Buyer's Right to Cancel, and that I have received a copy of this Membership Agreement. I agree to all the terms of this Membership Agreement.

Signature of Member

Date

HCLC Fitness Center

By: _____
Signature of Fitness Center Operator

Date

Rules and Regulations

**COMMUNITY CENTER FITNESS
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1. Conditions of Membership

- 1.1 Membership is open to any individual without regard to race, sex, ethnic background, or religion. The applicant must be at least 18 years of age.
- 1.2 Except for foregoing, Fitness Center and Building Owner shall have the right, at its sole discretion, to approve, disapprove, reject, or terminate any applicant or member for any reason not inconsistent with this Membership Agreement.
- 1.3 Members shall, at all times, be subject to any and all rules and regulations now existing or hereafter promulgated by Fitness Center and Hales Corners Lutheran Church

2. Term

- 2.1 This Membership Agreement shall terminate on the last day of the end of the membership agreement in which it is signed unless renewed by Member as herein provided.
- 2.2 Member may renew this Membership Agreement, unless otherwise terminated by the terms of this Membership Agreement, for an indefinite number of months by paying the six (6) month dues for the forthcoming month not later than the 1st day following the end of the previous six (6) months.
- 2.3 Member agrees that Fitness Center, Building Owner or property manager may terminate this Membership Agreement at such time as Fitness Center Operator and Building Owner discontinue operation of the Club.

3. Dues and Charges

- 3.1 Member agrees that Member will pay the dues and charges established by Fitness Center Operator and Building Owner and in effect at the time the membership is accepted. Membership dues and charges may be increased at any time by Fitness Center Operator and Building Owner upon 15 days notice to Member. In the event of an increase, Member shall be entitled to terminate the membership, provided, however, that all dues and charges up to and including the date of termination shall be paid in full. If Member has paid in advance for a month, no increase in dues or charges will be applicable to Member until the expiration of such month. No refund shall be made for pre-paid monthly dues.
- 3.2 If, when this Membership Agreement is signed, less than a whole month remains in the then month, membership will be pro-rated by the day. After the 15th, payment will be required for the remainder of that month, as well as the next month.
- 3.3 If Member does not pay all outstanding dues and charges within 5 days after the due date, Member will be deemed to have terminated membership on such 5th day. If Member seeks to rejoin (depending upon the then availability of membership), then Member will be required to sign a new Membership Agreement at the dues and charges then in effect.

4. Use of Facilities and Risk Thereon

Member agrees and understands that the use of the Club and the equipment therein and the exercises and activities performed by the Member involve a degree of risk. Member agrees and understands that the Club will be at unspecified times, unmanned and unsupervised, Fitness Center Operator and Building Owner will have no personnel regularly present at the Club premises, and any and all employees or agents of Fitness Center Operator and Building Owner, the property manager, or any successor or assignee of the foregoing who may be present at any time in the Club are not trained or authorized to provide health, fitness, or medical assistance or advice. Member expressly agrees that the Member assumes any and all risks related to the use of the Club and the equipment therein. Accordingly, Member, for himself or herself, his or her heirs, executors, administrators, assigns, successors, and representatives, releases, indemnifies, discharges, absolves, and holds harmless Fitness Center Operator, Building Owner, the property manager, and their respective agents, employees, assigns, officers, shareholders, partners, and successors (the "Released Parties") from any and all claims, suits, demands, causes of the action, damages, or liability arising from any injury to Member,

theft of Member's property, or any other loss or damage occurring in the Club or arising out of, or in any manner related to, any activity engaged in by the Member at the Club or the use of any of its facilities and the Building facilities related or providing access thereto, including damages resulting from acts of active or passive negligence on the part of any of the Released Parties. Without in anyway limiting the provisions of this Section 4, Member agrees that the liability of any Fitness Center Operator, Building Owner, property manager, and their respective agents for any claims arising is limited to the interest of such Fitness Center Operator, Building Owner and property manager in the building.

5. Change in Facilities

Member understands that as a result of repairs or maintenance Fitness Center Operator, Building Owner and property manager may be required from time to time to restrict the use of or close Club's facilities or to temporarily curtail certain of the Club's activities. Member agrees that there will be no reduction, suspension, or abatement of membership dues or charges during such time or times when one or more of the Club's facilities or activities are unavailable for the use due to the requirements of repair or maintenance.

6. No Guests

The card provided to Member to allow access to the Club is for Member's personal use only. Member shall not be entitled to bring any guest to the Club or to lend the card to any person. If Member wishes to arrange for temporary use of the facilities of the Club by any person not a member, Member shall make the request of Fitness Center Operator, which may permit or deny such use in its sole discretion and on such terms as it may specify

Member's Property

Member acknowledges that lockers are provided for the daily use and convenience of the members only. Fitness Center Operator, Building Owner nor property manager shall not be liable for the disappearance, loss, theft, or damages to or of any Member's personal property. Any property of Member remaining at the Club for more than 5 days after this Membership Agreement has terminated shall be deemed abandoned by Member.

7. Membership Transfers

Membership is not transferable. Member may not sell or otherwise transfer the rights under this Membership Agreement to another individual.

8. Voluntary Termination

This Membership Agreement may not be cancelled by Member until the end of the membership agreement in which it was signed, except as specifically provided for in this Membership Agreement, or by law. Member may cancel this Membership Agreement by giving not less than 30 days advance written notice to Fitness Center Operator and simultaneously therewith surrendering Member's card and paying any and all dues and charges that Member has incurred up to this date of notice. Such voluntary termination shall not be deemed effective until (a) Building Owner has received the Member's card and (b) all requisite payments due from Member to Building Owner have been made.

9. Involuntary Termination

Fitness Center Operator, Building Owner or property manager reserves the right, to terminate or suspend, for such period of time as Fitness Center Operator, Building Owner or property manager shall deem appropriate, any privileges of Member for Member's failure to comply with any provision of this Membership Agreement or any other actions in any way detrimental to the best interest of the operations of the Club or its use by other members. Membership may be terminated or suspended orally with subsequent written notification to the last known address of Member. Upon notification of termination or suspension, Member will be required promptly to surrender Member's key-card.

10. Entire Agreement

This Membership Agreement constitutes the entire and exclusive agreement between parties. Any promise, representation, understanding, or agreement pertaining directly or indirectly to this Membership Agreement may be modified only by an instrument in writing signed by Member and Fitness Center Operator.

11. State Law

This Membership Agreement shall be construed according to the laws of the State of Wisconsin, and the parties agree to submit any dispute hereunder to the jurisdiction of the courts in the State of Wisconsin.

WAIVER OF LIABILITY

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As a condition to, and in consideration of, my use of the HCLC Fitness Center and the exercise and weight training facilities and equipment located at HCLC Community Center, Hales Corner, WI, I hereby certify, covenant and agree as follows:

1. I am in good physical condition and am able to use the facilities and equipment at HCLC Fitness Center, and to participate in exercise and fitness activities available therein. I will do all exercises and participate in all activities at HCLC Fitness Center at my own pace and at my own risk. I understand that HCLC Fitness Center has a part-time operator and may be unmanned and unsupervised during its hours of operation.
2. I understand that Hales Corners Lutheran Church or Hales Corners Lutheran Church Community Center does not represent that its employees, personnel or agents have expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effects of any specific exercise on such medical conditions.
3. I understand that in participating in one or more exercise or fitness activities at Hales Corners Lutheran Church Community Center or in my use of the equipment or the facilities therein, there is a possibility of accidental or other physical injury or of loss of or damage to my personal property. I AGREE TO ASSUME ALL RISK OF SUCH INJURY OR LOSS OF OR DAMAGE OF PROPERTY, AND FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS HALES CORNERS LUTHERAN CHURCH, AND ANY OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, PERSONNEL OR AGENTS THEREOF, FROM ANY LIABILITY, LOSS, COST, DAMAGE, EXPENSE, CLAIM OR SUIT WHATSOEVER FOR ANY AND ALL INJURY, LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE RESULTING FROM OR RELATED TO MY USE OF THE CENTER OR THE EQUIPMENT AND FACILITIES LOCATED THEREIN, EXCEPT TO THE EXTENT SUCH AN INJURY, LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE IS CAUSED BY THE INTENTIONAL ACT OR OMISSION OF SUCH PARTIES.
4. I further grant permission for first aid to be given to me in an emergency, and agree that I will be solely responsible for any medical costs which may arise as a result of my use of the HCLC Fitness Center and/or the equipment and facilities located therein.
5. I acknowledge that I have received and read a copy of the Rules and Regulations governing the use and hours of operation of the HCLC Fitness Center and the equipment and facilities located therein. I agree that I will fully comply with these Rules and Regulations as they are amended from time to time.
6. I acknowledge that I have been shown the location and understand the use of the First Aide and Deliberator equipment.
7. I have read this form and have had the opportunity to ask questions and consult with my attorney. I have sufficient information to give my informed consent to use the Fitness Center.

Signature

Name (Please Print)

Additional Adult Member Signature

Name (Please Print)

Witness

Date

DEBIT/CREDIT CARD AUTHORIZATION FORM

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DEBIT/CREDIT CARD INFORMATION (Please circle either debit or credit)

Debit/Credit Card Type: MasterCard Visa Discover

Debit/Credit Card Number:

Expiration Date:

Security Code: (As shown on the back of your card in the signature block.)

Name on Card:

Address the credit card is mailed to

Total Amount to be Charged: \$ _____

AUTHORIZATION

I hereby authorize Hales Corners Lutheran Church Community Center to charge the amount shown above to the card specified above the first week of six (6) month for all fees due until receipt of written notice to cancel this contract is received.

Cardholder Signature

Date