

MARTIN METHODIST COLLEGE HEALTH CLUB
MEMBERSHIP AGREEMENT

This AGREEMENT made and entered into this the _____ day of _____, 20____, between MARTIN METHODIST COLLEGE and the following MEMBER.

NAME: _____ DOB: _____

ADDRESS: _____

PHONE #: _____

EMAIL ADDRESS: _____

MEMBERSHIP TYPE:

Family Individual Pool Only Aqua Aerobic Only Sr. Walking Only Faculty/Staff Family

THE PARTIES AGREE AS FOLLOWS:

1. For and in consideration of the membership fee more fully described hereafter, Martin Methodist College agrees to provide its Health Club facilities to the member during hours as set out in the Rules and Regulations and during the term of membership.
2. The Member shall have a term of membership commencing on the _____ day of _____, 20____, and terminating on June 30, 20____. This Agreement shall be automatically renewed for successive terms of one year unless either party gives written notice of cancellation at least thirty (30) days prior to the expiration of each term. The total membership fee shall be \$_____ for the stated time, subject to change in each succeeding year.
3. Family and Individual memberships may be paid in the sum of \$_____ each quarter in advance, no later than the first day of each quarter.
4. Should the Member fail to pay an installment when due, the entire usage fee for the balance of the year shall become immediately due and owing. Member agrees to pay any expense incurred by Martin Methodist College in the enforcement of the provisions of this agreement or the collection of any sums due, including court costs, attorneys' fees, and interest at the legal rate from due date.
5. This contract is personal and may not be assigned, in whole or in part to any other person. The contract price set forth shall not be waived or relieved by any failure, refusal, or inability of the Member to use the services offered during the membership period.
6. The Member agrees to abide by all rules and regulations promulgated by Martin Methodist College or its staff relating to the operation of the Health Club and use of its equipment, facilities, and services.
7. Upon making application for membership in the Martin Methodist College Health Club, the Member represents to the Health Club Center that he/she is in good health and knows of no health problem which would prohibit or limit physical exercise of use of the Health Club equipment. Acceptance of the Member's Application is expressly premised upon such representation, and the member agrees that he/she will participate in physical exercise at his/her own risk. The Member understands that there is inherent in any form of exercising including weight training, some risk of injury, and herewith expressly acknowledges assumption of said risk. The Member/Family/Guest hereby assumes the risk for injuries that may be sustained in the pursuit of these activities while on the health facilities and do hereby remise, release, and forever discharge Martin Methodist College from any action, suits, damages, claims, or judgments that may result from any personal injury sustained while on the premises of Martin Methodist College, including but not limited to use of equipment or use of swimming pool or the provision of acceptance of services or advice.
8. Martin Methodist College shall no be liable for the loss, theft, or destruction of any personal property left on the premises. Personal property brought to the premises is the sole responsibility of the owner.
9. This agreement constitutes the entire agreement between the parties. There are no other terms or conditions, either express or implied. Any dispute arising under this agreement shall be governed by the law of the State of Tennessee.
10. We reserve the right to refuse and/or terminate any membership.

By: _____
MARTIN METHODIST COLLEGE

By: _____
HEALTH CLUB MEMBER