

MEMBERSHIP APPLICATION AND AGREEMENT

H.H. #: _____



MEMBER INFORMATION

Last Name: _____ First Name: _____
Home Address: _____ City: _____ ZIP: _____
Home Phone: _____ Date of Birth: ____/____/____ D/L #: _____
Email Address: _____ Employer: _____ Work/Cellular Phone: _____
In Case of Emergency please contact: _____ Phone: _____

HOW DID YOU LEARN ABOUT US? Co-worker _____ (MPLCR) Drove By _____ (MPLD) Direct Mail _____ (MPLDM)
Friends/Family _____ (MPLFF) Internet _____ (MPLIT) Newspaper _____ (MPLNP) Outdoor Billboard _____ (MPLOB)
Radio _____ (MPLRD) Yellow Pages _____ (MPLYP) Other _____ (MPLD)

If Member Referral, please indicate member's first & last name: _____
Member's name must be present to receive referral gift

ADULT FAMILY MEMBERSHIP INFORMATION

Family memberships only apply to individuals related by blood or marriage (or engagement) living in the same household.
(An additional application is required for Junior Memberships)

Name: _____ Date of Birth: ____/____/____ Work/Cellular Phone: _____
In Case of Emergency please contact: _____ Phone: _____ D/L #: _____
Email Address: _____ Employer: _____

BILLING INFORMATION

Credit Card Type: _____ MC _____ Visa _____ AMX _____ DSC
Credit Card #: _____ CVV/CVC _____
Expire Date: ____/____/____

If you choose to have your monthly dues deducted by your checking account, please attach a voided check

For Office Use Only

MEMBERSHIP INFORMATION

__ Resident __ Individual __ Student CORPORATE MEMBERSHIP
__ Non-Resident __ Family __ Winter Break Name of Corporation: _____
__ Corporate __ Junior __ Summer Brk Company Address: _____
__ Fitness __ Senior __ Opt. Wellness Work Phone #: ____/____/____
__ Tennis __ Other Work E-Mail Address: _____
__ Aquatic Monthly Member: _____ Annual Member: _____

PAYMENT INFORMATION

Date Joined: _____ Member Type: _____
EFT Start Date: _____ Sales Associate: _____
Enrollment Fee: \$ _____
Monthly Dues: \$ _____
Corporate Rate: \$ _____
Pro Rated Dues: \$ _____
Pre-Payment: _____ #Months \$ _____
TOTAL: \$ _____

CREDIT CARD/ CHECK AUTHORIZATION

I authorize the Prairie Stone, Sports & Wellness Center to initiate a monthly charge for my dues and purchases to the bank account or credit cards indicated above. This authorization is to remain effective until the Prairie Stone, Sports & Wellness Center has received thirty (30) days written notice from me of its termination.

TERMS & CONDITIONS

- MEMBERSHIP:** Membership in the Prairie Stone Sports & Wellness Center is open to all individuals. Sales of memberships are subject to their availability.
- NON-DISCRIMINATION:** It shall be the policy of Prairie Stone Sports & Wellness Center to accept applications for membership from any individual, couple or family without regard to race, creed, color, age (over 16), religion, disability, sex or national origin.
- MONTHLY CHARGE:** All dues and Member charges will be payable monthly. Any payment made that is returned invalid or becomes invalid may be assessed a returned item charge of \$20.00. If the payment is invalid, the membership(s) will be suspended and the member(s) will not be allowed to use the facility until all dues are paid. Any member whose account remains unpaid thirty (30) days after the date charged may, at the option of the Prairie Stone Sports & Wellness Center, have their Membership privileges terminated. Upon a failure of a Member to make a payment to Prairie Stone Sports & Wellness Center for all amounts due, the Prairie Stone Sports & Wellness Center may initiate collection activities on a Member's account. The collection expenses, which will be charged to the Member, shall include a reasonable attorney's fee, court costs and all other expenses incurred by the Prairie Stone Sports & Wellness Center in making the collection. Reinstatement of a terminated Membership may be accomplished by either paying a reinstatement fee equal to a new initiation fee, or paying any unpaid balance from the previous Membership. All dues and monthly charges will be payable monthly and need to be paid in a timely fashion. If the initial payment is invalid or rejected, Prairie Stone Sports & Wellness Center reserves the right to make additional attempts to collect the entire amount owed, and to use any payment information on file to collect the monies owed.
- DUES:** Prairie Stone Sports & Wellness Center may from time to time increase or otherwise amend the dues, Enrollment Fee or other fees it imposes upon members and guests by giving thirty (30) days prior written notice of the change. The posting of the amendments in conspicuous places in Prairie Stone Sports & Wellness Center will constitute written notice for this purpose. Notice may come in the form of a letter. Long-term agreements are not exempt from periodic dues adjustments. Amendments shall become effective on the date specified on the notice, but in no event will they become effective earlier than the end of the thirty (30) day notice period.
- FITNESS ASSESSMENT:** The Fitness Assessment consists of a blood pressure reading, sub-maximal stress test, percent of body fat, flexibility and a health screening questionnaire. Fitness Assessments are required by Prairie Stone Sports & Wellness Center staff to determine appropriate risk level.
- POOL: NO LIFEGUARD WILL BE PRESENT OR ON DUTY AT THE POOL.** All persons using the pool will use it at their own risk and unless otherwise provided by Prairie Stone Sports & Wellness Center Rules & Regulations, no person under sixteen (16) years of age may use the pool unless supervised by a parent or legal guardian.
- MEMBERSHIP CARD/LOCKER KEY REPLACEMENT FEES:** You shall pay a \$5.00 fee to receive a new membership card in the event that your membership card is lost, stolen or destroyed. You shall pay a \$25.00 fee if your locker key is lost, stolen or destroyed.
- LEAVE OF ABSENCE POLICY:** Members may apply for a leave of absence from the Prairie Stone Sports & Wellness Center if they are unable to use it for four (4) months or less due to illness, travel or personal reasons. A written request must be sent to the Business Office thirty (30) days prior to the expected leave of absence date. Members will be billed their full dues through the notification period, but will be billed for only one-third of their normal dues for each month of the leave of absence period.
- RIGHT TO CANCEL/RESIGN: A membership cancellation/resignation must be in writing, 30 days prior to the desired termination date and presented to a Member Services Associate at Prairie Stone Sports & Wellness Center. Written requests for cancellation/resignation received before or by the 5th of the current month will have their final billing during that month. Cancellations/resignations received after the 5th of the current month will be responsible for the next month's membership dues as well as the current month. Memberships canceled over the phone or in person at Prairie Stone Sports & Wellness Center will not be valid unless a request for termination is in writing and the canceling member has completed the necessary forms.** Members signing an annual agreement must honor that agreement for the full period of time. All accrued dues and other charges for which the member is liable to the date of resignation are due upon the effective date of resignation. Initiation fees are non-refundable. Refunds of annual repayments will be made only as required by law. Annual memberships are continuous memberships and are also required to give 30 days written notice prior to the desired termination date. [REDACTED] initials
- TRANSFER FEES:** A transfer fee will be assessed if the PSSWC pass is transferred more than one time in any given year. A \$15 transfer fee will be assessed to the member for every transfer beyond the limited one transfer per year.
- DEFAULT:** You will be in default on this Contract if you (a) do not follow any of the provisions of this Contract, including without limitation the Rules & Regulations of Prairie Stone Sports & Wellness Center, or (b) repudiate this Contract in writing other than as permitted herein. If you are in default, Prairie Stone Sports & Wellness Center may, at its option, (c) deny your membership privileges and (d) accelerate the unpaid balance of any fees or charges so that such unpaid balance is immediately due and payable.
- TERMINATION:** Prairie Stone Sports & Wellness Center reserves the right at any time to terminate immediately the membership of any member for failure to comply with the Rules & Regulations adopted by Prairie Stone Sports & Wellness Center or conduct which is detrimental to the reputation of Prairie Stone Sports & Wellness Center, or to the health and safety of the staff or other members or guests. Failure to satisfactorily complete this fitness assessment and reduce your health risk to an acceptable level is cause for termination as determined by Prairie Stone Sports & Wellness Center at its sole discretion. Terminated members will be required to immediately return their membership card(s). The terminated members will remain liable for all membership dues and other indebtedness incurred prior to receipt of the membership card. Membership refunds will not be made unless otherwise required by law.
- DIRECT THREAT TO HEALTH OR SAFETY:** Prairie Stone Sports & Wellness Center reserves the right to exclude a member with a disability or other illness from participation if that member's participation would result in a direct threat to the health or safety that cannot be eliminated or reduced to an acceptable level by reasonable modifications to Prairie Stone Sports & Wellness Center policies, practices or procedures or by the provision of appropriate auxiliary aids or services. Prairie Stone Sports & Wellness Center assessment of this threat will be individualized and based on a reasonable judgement that relies upon current medical evidence or the best available objective evidence. In making this assessment, in its sole discretion, Prairie Stone Sports & Wellness Center may require the Member to furnish appropriate medical certification to Prairie Stone Sports & Wellness Center.
- GUESTS:** Prairie Stone Sports & Wellness Center reserves the right to require all guests to complete a preliminary fitness screening. Each guest must (a) pay a guest fee set by Prairie Stone Sports & Wellness Center, (b) sign a Waiver and Release of liability furnished by Prairie Stone Sports & Wellness Center.
- RULES & REGULATIONS:** You shall comply with any and all Rules & Regulations of Prairie Stone Sports & Wellness Center. The rules contained herein are not inclusive. Amendments to Prairie Stone Sports & Wellness Center Terms and Conditions and Rules & Regulations, may be made from time to time as necessary. On all questions regarding the interpretation of Prairie Stone Sports & Wellness Center Terms and Conditions or Rules & Regulations, the decision of Prairie Stone Sports & Wellness Center will be final.
- MEMBER HANDBOOK:** Applicant or Corporate Designee (if applicable) agrees to conform to and be bound by the Bylaws and Rules & Regulations of the Prairie Stone Sports & Wellness Center, as they may be amended from time to time. Membership does not confer any ownership of the Prairie Stone Sports & Wellness Center's property or assets.
- EXTENSION OF MEMBERSHIP TERM:** If a substantial portion of Prairie Stone Sports & Wellness Center facilities are unavailable due to an event such as a fire, strike, flood, loss of lease or the like, Prairie Stone Sports & Wellness Center shall, in its sole discretion, (a) extend your membership privileges for the period the facilities are unavailable or (b) arrange for the use of a similar facility in your area.
- SEVERABILITY:** Whenever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law. If there is any provision of this Contract or the application thereof to any party or circumstance, which shall be prohibited by, invalid under acceptable law, such provision shall be ineffective to the minimal extent of said prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Contract, or the applicable of such provisions to other parties or circumstances.
- ENTIRE AGREEMENT:** You understand that this Contract constitutes the entire agreement pertaining to membership and supersedes any other promises, representations or understanding of any kind, whether written or oral, made with respect to the subject matter hereof. This Contract may be modified only by a signed agreement, signed by both parties to this Contract.
- LIABILITY WAIVER:** All exercise and participation is done at the risk of the Member and his/her guest and the Prairie Stone Sports & Wellness Center is not liable for personal injury, theft, or loss of personal property. Member acknowledges that Prairie Stone Sports & Wellness Center will not accept responsibility for theft or damage to personal property left in a locker. The Prairie Stone Sports & Wellness Center suggests that Members do not bring valuables to the Prairie Stone Sports & Wellness Center premises.

In consideration of Membership and by signing this application, Member hereby assumes all risks associated with the use of the Prairie Stone Sports & Wellness Center facilities, waives all rights and rights of Member's heirs, administrators, executors, successors and assigns, and hereby agrees to release the operator, building owner, building manager, and any of its subsidiaries, and the Prairie Stone Sports & Wellness Center from and indemnify the Prairie Stone Sports & Wellness Center against any and all claims, including, but not limited to personal injury, including bodily injury or death, and all property damage whether or not based on the acts or omission of the Prairie Stone Sports & Wellness Center, arising out of or in any way connected with the use of the Prairie Stone Sports & Wellness Center facilities by Member, Member's Guest or Invitees. As used herein, the word "Prairie Stone Sports & Wellness Center" means Prairie Stone Sports & Wellness Center, its operators, successors, assigns, employees, officers, directors, shareholders, and all persons, corporations, partnerships and other entities with which it is or may in the future become affiliated. The name of Prairie Stone Sports & Wellness Center may change from time to time for purposes of marketing only and will not at all release or amend a member's obligation under this agreement. The terms and conditions contained herein, along with the Membership Policies, constitute the full agreement between the Prairie Stone Sports & Wellness Center and the Member, and no oral promises made are part of it. I, the undersigned, have read and agree to all the terms & conditions as stated above on this Prairie Stone Sports & Wellness Center Membership application and agreement form.

I, the undersigned, have read and agree to all the terms and conditions as illustrated above. I, the undersigned, have read and agree to all of these terms & conditions.