



Office use only
MEMBERSHIP#: _____

Membership Agreement

DATE: _____
NAME (LAST, FIRST, MIDDLE): _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
PRIMARY PHONE: _____ PRIMARY EMAIL: _____
DATE OF BIRTH (DOB): _____ EMPLOYER: _____

ADDITIONAL FAMILY MEMBERSHIP INFORMATION: (Dependents must be 26 years or under and residing at home or enrolled in school)

NAME (LAST, FIRST, MIDDLE): _____ BIRTH DATE: _____ SEX: M F
NAME (LAST, FIRST, MIDDLE): _____ BIRTH DATE: _____ SEX: M F
NAME (LAST, FIRST, MIDDLE): _____ BIRTH DATE: _____ SEX: M F
NAME (LAST, FIRST, MIDDLE): _____ BIRTH DATE: _____ SEX: M F

MEMBERSHIP TYPE: SUMMER ONLY (Expiration Date _____) MONTH-TO-MONTH (Expiration Date _____)

MEMBERSHIP TYPE: Teen (12-18 years) Young Adult (19-26 years) Individual (27-59 years) Individual Plus
 Senior Individual (60+ years) Senior Couple Family

INITIAL SALE: Registration Fee: _____ Pro-rated F&W Dues: _____ Promotion: _____

FUTURE DUES: Monthly F&W Dues: _____ Pre-paid Dues (if applicable): _____

AUTHORIZATION FOR PAYMENT:

Upon acceptance of this application by the JCC Fitness & Wellness Center, I (we) agree to accept the terms and conditions of the membership application and membership agreement. I (we) further agree to pay and authorize the JCC to effect payment for monthly dues by drafting my (our) bank account or by drafting my (our) Visa, MasterCard or Discover account on the 3rd of every month. By selecting electronic funds transfer ("EFT") from my (our) checking account, Visa, MasterCard or Discover or American Express account, I (we) hereby authorize in-house charges to be deducted directly from my (our) credit card accepted by the Center on the date of purchase or service and further authorize charges to my (our) account by all persons so authorized above. This authorization is to remain in full effect until the expiration of this Membership Agreement or earlier termination.

Please note a 3% processing fee added to credit card draft and statements

AUTOMATIC MONTHLY DEDUCTIONS: (For Dues & Recurring Charges) VISA MASTERCARD DISCOVER AMEX BANK

Account Number: _____ Expiration Date: _____ CSV: _____

Name as it appears on card: _____

Checking Account Number: _____ Routing/Transit number: _____

Name of Bank or Branch: _____

SIGNATURE: (Name on Account) _____

Allowed to Charge to Account: _____ (INITIALS) Send Me a Monthly Statement: _____ (INITIALS)

MEMBERSHIP AGREEMENT

This agreement is deemed a month-to-month agreement unless terminated by either party. This Membership Agreement is between the JCC Fitness & Wellness Center and the applicant for membership term and rates identified on this Agreement. This agreement may be terminated as provided in the initial 15-Day Cancellation Policy, or as otherwise set forth below.

To terminate a month-to-month agreement, mail or deliver a signed and dated 15 day written notice which states that you are canceling the agreement. Such notice should be sent to the JCC Fitness & Wellness Center, attn: Membership Office, 350S. Dahlia Street, Denver, CO 80246. When written notice is received by the Membership Office, the month-to-month agreement will be canceled the 1st of the month following the 15 day notice period.

Initial 10-Day Cancellation Policy

You, the buyer, may cancel this agreement at anytime prior to midnight of the 10th calendar day after you have signed this agreement. To cancel this agreement, mail or deliver a signed and dated notice, via certified mail, which states that you, the buyer, are canceling this agreement, or words of similar effect. Such notice should be sent to the JCC Fitness & Wellness Center, attn: Membership Office, 350 South Dahlia Street, Denver, CO 80246. If you do not provide timely notice of cancellation of this agreement, you agree to pay all membership fees and other amounts owed for the full term.

ARTICLE I. MEMBERSHIP

Section 1. Eligibility for Membership
All membership agreements must be on forms prescribed by the JCC Fitness & Wellness Center and are subject to approval by JCC authorized personnel and payment of the required fees.

Section 2. Nature of Membership

Membership confers solely the right to use and enjoy the facilities of the JCC Fitness & Wellness Center in accordance with the JCC's rules and regulations, as they may change from time to time. "Facilities" is defined as the JCC site or sites included in the membership privileges for the type of membership selected by Member on the front of this Agreement. Membership does not confer any interest in the property or assets of the JCC or any right to participate in the management or operations of the JCC Fitness & Wellness Center, financially or otherwise.

Section 3. Fees and Charges

Registration Fees. As a condition of membership, Member shall pay a registration fee to the JCC Fitness & Wellness Center. The amount, manner and time of payment of such fee shall be established by the JCC and may be changed from time to time. No portion of such fee will be refunded, except as provided in the Initial 10-Day Cancellation Policy as specified in this Agreement.

Dues. Member shall pay dues each month pursuant to an electronic funds transfer (EFT) as set forth on this Agreement. The dues for each category of membership shall be subject to change. The amount of such dues will be automatically transferred from Member's bank account or credit card once each month on or after the due date for payment. A service fee may be assessed each month JCC is unable, for any reason, to receive payment via EFT for any and all dues and/or charges owed to the JCC. Member will pay the dues of any and all additional members added to the Member's membership. If Member elects to prepay his/her dues in advance, at the end of the pre-paid period his/her membership dues may automatically revert to monthly dues billing.

In-house Charges. Member may elect to establish house charging privileges by providing a credit card or debit card account authorization where indicated on this Agreement. Such account information is stored electronically by the JCC for purchases by Member of in-house goods and services which are billed on the date of purchase and reflected on Member's credit or debit card statement.

Late or Returned Item Charges; Attorney Fees. A Late Fee will be assessed for returned checks, insufficient funds, closed accounts, frozen or declined credit cards or similar circumstances, which result in late or delayed payment to the JCC. Member is responsible for providing accurate and updated information on their electronic funds account to ensure timely receipt of payment. The JCC reserves the right to re-attempt collection of Member's outstanding balance until such time as Member's account is current. Member will be responsible for collection costs, including reasonable attorney's fees and costs in the event JCC must turn this matter over for collection, and all past due amounts shall accrue default interest at the rate of one percent (1%) per month.

Section 4. Facilities/Access

Unavailability of Facilities. The obligation to pay dues is not dependent on the availability of all JCC Fitness & Wellness Center Facilities and sites at all times. Repairs, maintenance and other circumstances may make it necessary for the JCC to restrict use of or close one or more of the Facilities. Dues will not be reduced nor suspended during the time when one or more Facilities are not available.

Section 5. Termination/Death or Disability

Involuntary Termination. The JCC Fitness & Wellness Center reserves the right at any time to terminate the membership or privileges thereunder of any member for failure to comply with the terms of this Agreement or with any of the rules and regulations adopted by the JCC or for any conduct the JCC determines in its sole discretion to be improper or in any way contrary to the best interest of JCC Fitness & Wellness Center and its membership. The membership may be terminated by notification in writing mailed to the last address shown on the records of the JCC for the member being terminated. The terminated member will remain liable for all dues and other indebtedness incurred prior to the date of termination, and for all dues owed for the remainder of the term of this Membership Agreement.

Disability or Death. If Member is unable to use the Facilities as provided herein due to disability or death, he/she or his/her estate may terminate this Agreement and shall be relieved of the obligation to pay for services hereunder, and refunded any amounts prepaid for such services, other than those received prior to death or the onset of disability. As used herein, the term "disability" means a condition that precludes Member from physically using the Facilities as verified in writing by a licensed physician or advance practice nurse.

Section 6. Changes to Membership Status

Membership Type Conversion. Member may request conversion to another membership type or network by providing written notice to the JCC. All membership conversion requests are subject to approval by JCC Fitness & Wellness Center management, in its sole discretion, and subject to increased program fees, or membership fees, if any, and may require payment of \$25.

Leave of Absence (LOA). Primary member may apply for a temporary LOA for a minimum period of one (1) month and a maximum period of three (3) consecutive months and no more than one LOA request in a twelve (12) month period. Request for LOA be made to the JCC in writing and all membership dues and other unpaid charges must be paid in full. LOA status is subject to JCC approval. During an approved LOA, Member may not use any JCC Fitness & Wellness Center facilities and is subject to reduced monthly membership dues of \$25 per month. Month-to-Month membership cannot be cancelled off LOA status and Member must reactivate membership for one full month before cancellation can occur. LOA cannot be initiated during the term of any promotion and must have active membership status for 3 consecutive months.

_____. (Initials - I have read and understand the statements in Article I, Membership)

Article II. RULES AND REGULATIONS

Section 1. Registration

Member must check in and present his/her membership card each time he/she uses the JCC Fitness & Wellness Center Facilities.

Section 2. Attire

Proper attire is required for participants using the JCC Fitness & Wellness Center. Shirts and shoes are required in all public and recreational areas. The JCC may prohibit the use of any personal equipment on the premises, including cell phones and cameras.

Section 3. Damages

Any damage to the JCC property or to another person on JCC's premises by Member, Member's family members (including dependent children) or guests shall be paid for by Member.

Section 4. Hours of Operation

The hours of operation may be adjusted seasonally and in accordance with the frequency of member usage. The JCC Fitness & Wellness Center reserves the right to change the operating hours for any reason, including the observance of federal, state and religious holidays.

Section 5. Minors and Children

Persons under the age of twelve (12) must be accompanied by an adult member at all times while using the JCC Fitness & Wellness Center. Children under the age of twelve (12) are not allowed in the fitness areas (cardio and weight rooms) or spa areas (Shvitz, hot tubs or steam rooms). Children between the age of twelve (12) and fifteen (15) may not use the fitness equipment unless they have completed a Youth Certification course with a certified personal trainer.

Section 6. Personal Business

Members may not use the JCC Fitness & Wellness Center premises for personal business without prior written approval by an authorized representative of the JCC.

Section 7. Replacement Items

Lost or stolen membership cards will be subject to a replacement fee

Section 8. Amendment of Rules and Regulations

The JCC Fitness & Wellness Center may from time to time adopt rules, regulations or policies amending or supplementing those contained in this Agreement, and all members will be obligated to comply with such rules, regulations or policies. If new or amended rules or regulations are adopted, they will be published as "Additional or Substitute Rules and Regulations" unless they are of such a nature that publication would be inefficient or inappropriate, in which case notice shall be posted or members shall be otherwise advised of the amendment or supplement to the Rules and Regulations as necessary. If any provision of this Agreement or any supplement hereto is ruled invalid or unenforceable as applied to any person or circumstance, all other provisions of this Agreement shall remain valid and enforceable as applied to all other persons and circumstances. Modifications or additions to the pre-printed terms of this agreement, other than the completion of existing blanks, are unauthorized and will not be honored by the JCC Fitness & Wellness Center.

Section 9. Waiver of Claims/Litigation

Assumption of Risk, Release and Waiver of Liability; Indemnity. Member knows, understands and appreciates the risks of entry upon and use of fitness facilities and equipment, including but not limited to loss of or damage to personal property, serious or catastrophic personal injuries and death. Member confirms that he/she is voluntarily participating in JCC Fitness & Wellness Center activities and entering upon and using JCC facilities and equipment, and Member hereby expressly assumes all risk that he/she may suffer personal, bodily or mental injury or death, economic loss or damage as a result of his/her entry upon or use of JCC Fitness & Wellness Center facilities or equipment or participation in JCC Fitness & Wellness Center activities. Member acknowledges and agrees that he/she is solely responsible for his/her safe and responsible entry upon and use of the JCC Fitness & Wellness Center facilities and equipment, whether or not supervised by a JCC representative. In consideration for being permitted to enter upon and use the JCC Fitness & Wellness Center facilities and equipment and participate in JCC Fitness & Wellness Center activities, on behalf of him/herself and his/her spouse, children, unborn children, heirs, representatives, guardians, distributees, successors and assigns (the "Member Parties") Member hereby releases and discharges the JCC, including its affiliated organizations, owners, partners, members, directors, officers, employees, contractors and agents from any and all claims, causes of action or liability for any damages to or loss of property, injuries or death Member may suffer in or about the JCC, resulting from Member's participation in JCC Fitness & Wellness Center activities, entry upon or use of JCC Fitness & Wellness Center facilities or equipment, whether or not the same arises out of or results from any act, omission or conduct of any of the JCC Parties, negligent or otherwise. In addition, Member agrees to hold harmless, indemnify and defend the JCC Parties from all claims, demands, causes of action or liability (for any loss, damage, or injury to persons or property arising from or relating to Member Parties' entry upon or use of JCC Fitness & Wellness Center facilities or equipment or participation in JCC Fitness & Wellness Center activities, including without limitation attorney's fees, expenses, costs and all consequential damages, whether or not resulting from any act, omission or conduct of any of the JCC Parties.

MEMBER ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND IS AWARE THAT IT CONTAINS A WAIVER AND RELEASE OF LIABILITY AND THAT MEMBER IS GIVING UP SUBSTANTIAL RIGHTS, INCLUDING HIS/HER RIGHT TO SUE. MEMBER IS SIGNING THIS AGREEMENT OF HIS/HER OWN FREE WILL AND INTENDS FOR HIS/HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Litigation. This Membership Agreement is binding on and is the entire agreement between the JCC Fitness & Wellness Center and you, the Member and can be modified only in writing. Failure of the JCC Fitness & Wellness Center to enforce a provision is not a waiver of the JCC's right to enforce the same provision another time. This Membership Agreement can be enforced in the District or County Court for the City and County of Denver, State of Colorado. If the JCC is the prevailing party in any action to enforce this Membership Agreement, it shall be awarded its attorneys' fees and costs incurred in any such action against the Member.

_____. (Initials - I have read and understand the statements in Article II, Rules and Regulations)

I have read the terms of this agreement on the two pages of this document, understand that this is a valid and binding legal agreement, and am to abide and be bound by these terms.

I agree to receive occasional emails with all the inside information from the JCC.

Yes, I would like to receive email

Signature (Primary Member) _____ Date _____

Parent (Teen Membership) _____ Date _____

Membership Representative (Print) _____ Date _____

Emergency Contact:

Name _____

Relationship _____

Phone Number _____