

FOOTHILL ATHLETIC CLUB
MEMBERSHIP AGREEMENT AND
LIABILITY RELEASE

http://foothillathletic.com Web Application

Name _____ Initiation Fee \$ _____
Address _____ Maintenance Fee \$ _____
City _____ ZIP _____ Racquetball Fee \$ _____
Telephone (H) _____ Baby Sitting Fee \$ _____
Automatic Monthly Maintenance Fee () YES () NO TOTAL \$ _____
Term: Begins _____ Expires _____

The authorizing of this membership agreement along with the payment of the initiation fee as well as any required dues, maintenance fees entitle the purchaser/individual identified above, hereinafter referred to as the member, to become a member in good standing of the Foothill Athletic Club. The member is entitled to use the Foothill Athletic Club, but is limited to only those programs the member has paid for.

The member represents that he/she is in physically sound condition and understands that exercise, racquetball, weight training and aerobics programs carry a potential risk of injury, including but not limited to overexertion, muscle strains and pulls, shin splints, knee and ankle injuries that are unrelated to the quality of the instruction or equipment.

The member acknowledges that all exercises and the use of fitness center are undertaken by the member at the sole risk of the member, and that the Athletic Club shall not be liable for any claims for injuries or damages whatsoever to person or property of the member, or a guest of the member arising out of, or connected with, the use of the Athletic Club. Member agrees to indemnify and hold the club and its employees harmless from all claims by or liability to member or member's guest.

The member acknowledges that Foothill Athletic Club guarantees your membership in the organization but cannot guarantee that the facility will not be altered, moved or closed. Monthly dues are subject to cost of living increases. Member is not entitled to a refund, should the facility he or she joined cease operation for any reason.

Member agrees to abide by all rules and regulations of the Club and failure to act in accordance with the rules may result in expulsion from the club and cancellation of membership. Member agrees that the rules and regulations as well as facilities are subject to change without notice. If membership card is lost or stolen, a replacement fee of \$5.00 will be charged. Members under 18 years of age must be accompanied by an adult after 8 PM.

Member agrees that the right to use the facilities belongs only to the member named above, and this membership is nontransferable, nonnegotiable and that a pro-rata refund of prepaid monthly dues or maintenance fees, less \$50.00 administration fee is available only in case of members death, disability or permanent relocation further than 25 miles from Foothill Athletic Club.

Member may bring guests. Guests must be under supervision of Foothill Athletic Club staff at all times and must be 18 years of age or older. A \$5.00 guest fee per visit will be charged. Member may bring same guest no more than three times in one month.

Maintenance fees, dues or renewal payments are due on or before the indicated date. There will be a \$10.00 charge imposed on all late payments. If payment is not made within 30 days of due date, or if the automatic transfer from the checking account is interrupted or discontinued for any reason, member automatically forfeits the initiation fee and relinquished any and all rights thereunder and the rights to use the facility.

Member must notify the Club in writing of any request to suspend membership by the 23rd day of the preceding month. Membership may be suspended for periods of three months or longer. No electronically collected dues will be refunded unless the above conditions are met. Member is subject to any increase in club dues upon deactivation.

Member may cancel this agreement at any time prior to midnight of the third operating day of the Foothill Athletic Club after the date of this agreement, excluding Sundays and Holidays. To cancel this agreement, mail a signed and dated notice which states desire to cancel membership and include a legible copy of agreement, and original membership card. Such notice shall be sent to the Foothill Athletic Club at 3931 Lowell Ave., Glendale, California 91214. If member cancels this agreement after signing for any reason, there will be a \$25.00 processing and handling fee.

REQUEST FORM

I, _____ authorize my bank to make my payment by the method indicated below, and post it to my account.

() VISA Acct. # _____ Exp. Date _____

() Mastercard Acct. # _____ Exp. Date _____

BANK NAME _____ Checking Account # _____

ADDRESS _____ (MUST ATTACH A VOID CHECK)

CITY / STATE / ZIP _____

I understand I am in full control of my payment, and if at any time I decide to discontinue, I will simply notify the club in writing

CUSTOMER SIGNATURE _____ DATE _____

AUTHORIZATION OF MEMBER _____ DATE _____ AUTHORIZATION OF FOOTHILL ATHLETIC CLUB _____ DATE _____