

## MEMBERSHIP AGREEMENT TERMS

**1. PROVISIONS.** The types of memberships available, the applicable fees, the suspension and expulsion of members, and all other matters affecting or relating to the members or memberships shall be under sole control of the club. Membership in the club shall not be denied on the basis of race, color, creed, religious or national origin, nor shall any aspect of such matters ever be made a condition of membership. Membership entitles you to full membership rights and privileges at the club, based on membership type.

**2. MEMBER'S HEALTH WARRANTY.** Member warrants and represents that he/she has no disability, impairment or ailment preventing him/her from engaging in active or passive exercise or that will be detrimental to his/her health, safety or physical condition if he/she does so engage or participate. This representation is made by member knowing that the club will rely upon same in respect to the issuance of this membership, payable upon signing of this agreement.

**3. WAIVER OF LIABILITY.** Member and/or member's guest, and/or member's family including children, using the facilities and equipment, does so at his/her own risk. The club and its management shall not be liable for any damage arising from personal injuries or damages sustained by member or guest in, on, or about the premises of club. Member assumes full responsibility for any injuries or damages and does hereby and forever release and discharge the club, owners, employees, and agents from any and all claims, demands, damages, rights or causes of action, present or future, whether that same be known or unknown, anticipated or unanticipated, resulting from or arising out of the member's and member's guest use, or intended use of the facilities and equipment thereof.

**4. RULES AND REGULATIONS.** Member agrees to abide by all the membership rules and regulations of the club which may be posted at the club or published, and which may be amended from time to time, at the club's sole discretion.

**5. MEMBERSHIP CARDS AND PHOTOS.** No one will be admitted to the club without presenting a valid membership card or valid guest pass. Lost or damaged cards may be replaced for a replacement fee of \$10.00 upon presentation of positive identification. Membership cards are not transferable and should be returned to the club when membership is terminated. Members must have their photograph taken for membership database.

**6. SUSPENSION/TERMINATION OF MEMBERSHIP BY THE CLUB.** The club has the right to suspend and/or terminate any membership for non-payment of dues or fees or for behavior that seriously frustrates, impedes or effects the enjoyment of the club by other members.

**7. MEMBER OBLIGATIONS.** Except upon properly exercised termination or cancellation, member shall not be relieved of his/her obligations to make any payment agreed to, and no deduction or allowance from any said payments shall be made, by reason of member's inability to attend/use the club's facilities. You should attempt to resolve with this health club any complaint you have or may have with this health club. The Virginia Department of Agriculture and Consumer Services regulates health clubs in the Commonwealth pursuant to the provisions of the Virginia Health Club Act.

**8. LEAVE OF ABSENCE.** A leave of absence can be granted for a period of not less than four (4) months only. If member is incapacitated by serious illness or injury and member supplies a doctor's statement to that effect, or for a period of not less than eight (8) months only if a member leaves the area for such period. The club shall make a service charge for maintenance of the membership.

**9. BUYER'S RIGHT TO CANCEL/TERMINATE.** If a member wishes to cancel this agreement, he/she must notify the club in writing, by certified mail, return receipt requested or personal delivery. The notice must say that he/she does not wish to be bound by the agreement and must be delivered or mailed before midnight of the third business day following the date of signing this agreement. The notice must be delivered or mailed to: McLean Racquet & Health Club, 1472 Chain Bridge Road, McLean, VA 22101. In this case, a full refund of all monies paid will be made.

You may also cancel this contract if this club goes out of business or relocates and fails to provide comparable alternate facilities within five driving miles of the location designated in this contract. You may also cancel if you become physically unable to use a substantial portion of the health club services for 30 or more consecutive days and your estate may cancel in the event of your death. You must prove you are unable to use a substantial portion of the health club services by a doctor's, physician's assistant's or nurse practitioner's certificate, and the health club may also require that you submit to a physical examination, within 30 days of the notice of cancellation, by a doctor, physician's assistant or nurse practitioner agreeable to you and the health club. If you cancel after the three business days, the health club may retain or collect a portion of the contract price equal to the proportionate value of the services or use of facilities you have already received. Any refund due to you shall be paid within 30 days of the effective date of cancellation.

In addition, a member may voluntarily terminate his/her membership at any time for any reason. To do so, he/she must notify the club in writing. If written notice of termination is given on or before the 15th day of the month, termination will be effective the last day of the current month; if after the 15th day of the month, termination will be effective the last day of the following month.

All monies due upon cancellation of the membership agreement must be paid within 30 days of receipt of notice of cancellation. If the member has executed any credit lien agreement with the club to pay all or part of the club services, any such negotiable instrument will be returned within 30 days of the effective date of cancellation.

**10. CHANGES IN MEMBERSHIP TYPE.** A member changing his/her membership may be assessed an administration fee. Changes in membership type are also subject to availability and payment of any applicable difference in fees.

**11. DISHONORED CHECK OR BANK DRAFT.** If any check or draft payable to the club is not honored, in addition to the other rights it may have, management shall have the right to:

- a.) Assess a service charge of \$50.00 for each check or draft so dishonored.
- b.) Collect all current and past due balances.
- c.) Terminate this agreement.

**12. UNPAID BALANCES.** All balances which are 30 days past due are subject to a 1 ½% monthly service fee (annual rate is 18%). In addition to other rights, the club reserves the right to:

- a.) Collect the current and past due balance;
- b.) Suspend and/or terminate membership privileges;
- c.) Recover from member(s) any collection fees, attorney fees and court costs allowed by law.

**13. CHANGE OF ADDRESS AND CORRESPONDENCE.** All members must notify McLean Racquet & Health Club of any address, phone or name changes. Failing such notice, all communications shall be presumed to have been received within 5 days after mailing. Address all correspondence to: McLean Racquet & Health Club, 1472 Chain Bridge Road, McLean, Virginia 22101.

**14. PERSONAL AND CLUB PROPERTY.** Members are urged to avoid bringing valuables onto club premises. The club, its affiliates, management, agents, or employees, shall not be liable for loss, theft or damage to personal property of members or guests.

**15. ENTIRE AGREEMENT.** This agreement constitutes the entire and exclusive membership agreement between the parties. Any promises, representation, understanding, oral or written, pertaining directly or indirectly to the agreement which are not contained herein, are hereby waived. This agreement may be modified by an instrument, in writing, signed by all parties.

**16. RESTAURANT FEE.** Each membership is charged \$10.00 per month and given a credit in the same amount for restaurant use. You must use your credit each month, it does not carry over into the next month. This subsidy supports the restaurant.

**EMPLOYEES ARE NOT AUTHORIZED TO MAKE ANY INDEPENDENT AGREEMENT WITH ANY MEMBER.**