



TriHealth
Fitness & Health Pavilion

Membership Application

1. _____ M F _____
 LAST FIRST MIDDLE DATE OF BIRTH SCAN CODE (Internal Use Only)

 HOME ADDRESS CITY STATE ZIP CODE

 PHONE NUMBER ADDITIONAL PHONE NUMBER

 COMPANY E-MAIL ADDRESS

..... **ADDITIONAL FAMILY MEMBERS**

2. _____ M F _____
 NAME RELATIONSHIP DATE OF BIRTH E-MAIL SCAN CODE (Internal Use Only)

3. _____ M F _____
 NAME RELATIONSHIP DATE OF BIRTH E-MAIL SCAN CODE

4. _____ M F _____
 NAME RELATIONSHIP DATE OF BIRTH E-MAIL SCAN CODE

5. _____ M F _____
 NAME RELATIONSHIP DATE OF BIRTH E-MAIL SCAN CODE

**If you listed a family member above that is a minor and you are not parent/legal guardian of such minor, please also have the minor's parent/legal guardian sign below.*

How did you learn about the TriHealth Pavilion? _____

Membership Type per member listed above. Indicate 1-5 on lines per below (ie. Main Member = 1)

General Corporate I TriHealth Pavilion Employee Teen Young Professional
 Twilight Child Senior Corporate II Rehab TriHealth Subsidy
 Other _____

ENROLLMENT FEE: Members agree to pay a one-time fee to enroll in the amount of \$_____ plus Ohio sales tax. Member and club agree that the initiation is a one-time, non-refundable fee, subject to terms in Section 1.2 on the reverse side.

MONTHLY DUES: Monthly dues for this membership are \$_____ plus Ohio sales tax, automatically payable on the tenth day of each month, through Electronic Funds Transfer (EFT). The TriHealth Fitness & Health Pavilion reserves the right to change the monthly dues anytime by giving a 30-day written notice.

Checking Account (attach a voided check) Visa Amex Discover Mastercard
 CC# _____ Expiration Date _____
 Signature _____ Date _____

Men's Private Locker # _____ Check for laundry service. **Women's Private Locker #** _____ Check for laundry service.

A 30-day written notice, with your signature, is required when canceling this membership agreement.

PLEASE NOTE: Terms and conditions contained in the membership agreement on the reverse side, as well as the club rules and regulations, are incorporated by reference in this membership agreement and become part of this agreement. By member signature below, member hereby agrees on behalf of his/herself and on behalf of the additional family members (if any are listed) to the terms and conditions of membership, acknowledges receipt of a fully completed copy of this agreement and the rules and regulations of the club. Member also acknowledges they have been informed orally of his/her right to cancel.

Member _____ Date _____ Member _____ Date _____

*Parent/Legal Guardian _____ Date _____ Staff Signature _____ Date _____

(If any additional family members are listed above and are minors)

TriHealth Fitness & Health Pavilion Membership Agreement

1.1 Enrollment and Processing Fees

Membership at the TriHealth Fitness & Health Pavilion requires both a one-time enrollment and processing fee paid upon joining, and monthly membership dues. Membership can be canceled with a 30-day written notice, with your signature.

Your membership application must be accompanied by full enrollment and processing fees, and a prorated portion of the first month's dues. The following month's membership dues will be collected by EFT when choosing the monthly payment plan, or billing when choosing the annual payment plan.

Upon acceptance of the Member Application by TriHealth Fitness & Health Pavilion, the undersigned shall receive membership privileges and agrees to abide by all rules and regulations of the Pavilion. These policies and guidelines are subject to change at the discretion of the facility management when deemed necessary and reasonable for the best interests of its members and the Pavilion. I understand the enrollment and processing fees are one-time-only charges if I maintain membership and must be included with my completed application. However, if I discontinue my membership and wish to rejoin, I will be subject to the membership enrollment and processing fees at that time.

1.2 Rights of Cancellation

Except as described below, the initial payment of membership enrollment fees and monthly dues are not refundable unless the membership is canceled. You may cancel this Membership Agreement for any reason at any time prior to midnight of the third business day after the date on which the first service under the Agreement is available. If the facility or services that are the subject of the agreement are not available when you sign the Agreement, you may cancel the Agreement at any time prior to midnight of the seventh business day after the date on which the first service under the agreement becomes available.

I understand that a prorated portion of my monthly membership fee will be refunded, according to the policies of the Pavilion, if I terminate my membership due to:

- My death or disability.
- My relocation 25 miles or more from the Pavilion or a similar facility that would accept the membership obligations of the Pavilion.
- The relocation of the Pavilion 25 miles or more from my residence or the closure of the Pavilion if a similar facility that would accept the membership obligations of the Pavilion is not within 25 miles of my residence.

*By signing my membership application, I hereby acknowledge receiving orally my rights of cancellation and the required duplicate notice of cancellation form.

1.3 Waiver and Release

I understand that although the Pavilion's facilities, equipment, services and programs are designed to provide a safe level of beneficial exercise and enjoyment, there is an inherent risk that use of such facilities, equipment, services and programs may result in injury to me. Therefore, I hereby agree to specifically assume all risk of injury to me while using any of the TriHealth Fitness & Health Pavilion's facilities, equipment, services or programs and I hereby waive any and all claims or actions I may have, or my heirs, executors, administrators, personal representatives, guardians, successors and assigns may have against the Pavilion or its owners and employees as a result of such injury or death. The risks include, but are not limited to:

1. Injuries arising from my use of any exercise equipment, machines and facilities. 2. Injuries arising from my participation in supervised or unsupervised activities and programs in the swimming pools or on the running tracks, Kids' Life Center, gymnasium, the exercise rooms, patios, outdoor activity areas or any other areas of the Pavilion. 3. Injuries or medical disorders resulting from exercising at the Pavilion, including, but not limited to: heart attacks, strokes, heat stress, sprains, broken bones and torn muscles or ligaments. 4. Accidental injuries within the facilities, including, but not limited to, the locker rooms, steam rooms, whirlpool, sauna, showers and dressing rooms, treatment rooms, cafe, spa, or laundry area.

1.4 Member Acknowledgement

By signing this Member Application, I acknowledge that:

- My membership will begin immediately upon completion of the application form and will renew automatically each month until I provide 30 days written notice of my intention to terminate my membership.
- I agree to make all payments in accordance with the agreed upon payment schedule.
- I have received a completed copy of the Membership Application and a copy of the TriHealth Fitness & Health Pavilion rules and regulations.
- I have been orally advised of my rights of cancellation.
- I understand that a temporary leave-of-absence can be granted based on illness or other special circumstances as outlined in the Rules and Regulations.
- I acknowledge the existence and the need for Rules and Regulations including those governing the use of the Pavilion's equipment and facilities and participation in programs and services. I hereby agree to comply with the Rules and Regulations and to amendments or additions to them as the Pavilion deems necessary.
- I agree and understand it is my responsibility to inform the Fitness Staff of any changes in my health or medical status.

1.5 Termination Policy

The TriHealth Fitness & Health Pavilion requires 30 days' written notice, with a signature from the member to terminate membership.