



MEMBERSHIP APPLICATION

APPLICANT INFORMATION

Name:		
Date of birth:	Female <input type="checkbox"/> Male <input type="checkbox"/>	Phone:
Current address:		
City:	State:	ZIP Code:
email:		

EMPLOYMENT INFORMATION

Current employer:		
Employer address:		How long?
Phone:	E-mail:	Fax:
City:	State:	ZIP Code:
Position:		

EMERGENCY CONTACT

Name:		
Address:		Phone:
City:	State:	ZIP Code:
Relationship:		

SPOUSE INFORMATION IF JOINT MEMBERSHIP

Name:		
Date of birth:		Phone:

SPOUSE EMPLOYMENT INFORMATION

Current employer:		
Employer address:		How long?
Phone:	E-mail:	Fax:
City:	State:	ZIP Code:
Position:		

REFERENCES

Name	Address	Phone

CHILDREN IF MEMBERSHIP PRIVILEGES DESIRED

Name	Name
Name	Name

SIGNATURES

I authorize the verification of the information provided on this form as to my credit and employment. I have received a copy of this application.

Signature of applicant:	Date:
Signature of spouse (only if for a joint membership):	Date:

MEMBERSHIP AGREEMENT

Member's Name: _____

Type of Membership: _____ Member #: _____

Member #: _____

This Agreement is between the **J. Cleo Thompson Wellness Center** (the "Wellness Center") located in Ozona, Crockett County, Texas and _____ (the "Member"), collectively called the "Parties." In consideration of the terms and conditions stated below, the Parties agree and obligate themselves as follows:

- A. The Member agrees to abide by the policies of the Wellness Center as they now exist and as they may be amended.
- B. For use of the Wellness Center facilities, the Member agrees to pay the Wellness Center dues for the selected membership category and contractual agreement.
- C. The membership category selected is:
 - a. _____ **INDIVIDUAL (18-64 years of age)**
 - b. _____ **MARRIED COUPLE (18-64 years of age)**
 - c. _____ **INDIVIDUAL SENIOR (65+ years of age)**
 - d. _____ **MARRIED COUPLE SENIOR (both 65+ years of age)**
 - e. _____ **MARRIED COUPLE, ONE SENIOR (65+ years of age)**

This membership category gives the Member full access to the Wellness Center's programs and facilities. The Member also acknowledges that he/she is 18 years of age or older. The Wellness Center reserves the right to close portions of the Wellness Center or programs due to maintenance or lack of use without prior notice.

- D. The membership fee due is \$_____, payable _____ (monthly, semi-annually, annually). Balances for services or goods not paid within thirty (30) days may result in cancellation of the membership, and all unpaid balances may be forwarded to a collection agency.
- E. A completed application is required for membership. In some cases, a physician's signature may be necessary. Any misrepresentation on the Member's application may result in immediate termination of membership.
- F. The effective date of the Agreement shall be _____, 20____ and it will continue to be in effect for the agreed-upon duration of this membership Agreement.
- G. **THE MEMBER IS REQUIRED TO PROVIDE NOTICE OF INTENT TO CANCEL MEMBERSHIP. THE EFFECTIVE DATE OF THE NOTIFICATION IS THE DATE THE NOTIFICATION IS RECEIVED IN THE WELLNESS CENTER'S OFFICE.** The member is responsible for all dues and fees incurred during the membership period. No refunds are given for partial months remaining in membership at termination.
- H. **THE WELLNESS CENTER RESERVES THE RIGHT TO ADJUST THE AMOUNT AND STRUCTURE OF THE MEMBERSHIP FEES WITH THIRTY (30) DAYS WRITTEN/ELECTRONIC NOTICE TO THE MEMBER.** After the notification date, the Member will have thirty (30) days to cancel or downgrade the membership without penalties or fees.

- I. Misuse of the Wellness Center's facilities and/or equipment, and/or irresponsible actions by the Member, as judged by the Wellness Center's personnel, may result in immediate termination of the membership with no refund of payments.
- J. **THE MEMBER ACKNOWLEDGES THAT THE CENTER IS NOT A "FEE-FOR-SERVICE BUSINESS", AND DUES ARE TO BE PAID, REGARDLESS OF WELLNESS CENTER'S USAGE.** If applicable, monthly membership fees may be suspended without a cancellation/termination of the membership, should medical conditions or life events and situations preclude participation.
- K. Any Member who is the parent or legal guardian of a child 14 to 17 years of age may have that child accompany the Member to the Wellness Center, so long as the child is supervised by the Member AT ALL TIMES. This rule DOES NOT allow the child access to the pool or exercise rooms. The Member and child must remain in the open gym area. The Member may not participate in classes while at the Wellness Center with the child.
- L. No family packages are offered at the Wellness Center. Every person 18 years of age or older wanting to use the Wellness Center must apply for and pay for their own membership.
- M. All classes offered, including aquatics, that are taught by the staff will be included in the membership.
- N. Non-member guests who would like to participate in classes must complete and sign a waiver and agreement and purchase a Daily Guest Pass (\$10.00) and any additional class fee.
- O. All children's classes will have an entry fee for each child. If a child's parent or legal guardian or grandparent is a Member of the Wellness Center and the class offered is taught by the Wellness Center staff, the child will receive a 10% discount off their class fee.
- P. Classes and services offered at the Wellness Center that are NOT instructed or performed by the staff will have a separate waiver and agreement form and fee that must be completed and approved prior to the session.
- Q. This Agreement is not assignable by either party to any other person.
- R. The Member and the Wellness Center acknowledge that this agreement contains the entire agreement, and the Wellness Center makes no warranties of representation, expressed or implied, other than those set forth herein. The terms of this Agreement are enforceable in Crockett County, Texas. If any portion of this Agreement is held to be invalid or unenforceable, such portions shall be disregarded, and the remainder of this Agreement shall remain in full force and effect.
- S. By signing this Agreement, the Member acknowledges that he/she has read and fully understands this Agreement, and all questions have been answered.

WAIVER AND RELEASE:

The Member acknowledges that the use of the facilities and equipment is at the Member’s own risk of any bodily injury, illness, death, or property damage. The Member hereby releases, waives, forever discharges and promises not to sue the Wellness Center, Crockett County, or any agents, servants, or employees of the Wellness Center and/or Crockett County for any and all loss and damage or any claims or demands of any type, known, on account of or in any way related to any illness, contagion, condition or injury to Member or Member’s property or which may result in Member’s death.

The Member expressly acknowledges that the Member understands the above paragraph is a **WAIVER AND RELEASE** of the Wellness Center, Crockett County, its agents, servants, and employees from any liability for injury or harm or death incurred while involved in the use of equipment or facilities or while engaging in any activity at the Wellness Center.

Signed by me (the Member): _____

and spouse (if applicable): _____,

witnessed and signed this _____ day of _____, 20____,

by: _____
Wellness Center Staff Member