

ACCT. NO.	<b>Washington Court Athletic Club Summer Membership</b>			DATE
Last Name		TYPE OF MEMBERSHIP	ENROLLMENT FEE	MONTHLY FEE
First Name Husband or Student	First Name Wife or Parent/Guardian	STUDENT	WAIVED	\$120.00
Street Address		INDIVIDUAL	WAIVED	\$160.00
City, State, ZIP		HUSBAND & WIFE	WAIVED	\$200.00
Home Phone	Business Phone	<b>DEPENDENT RATES</b> A dependent child or children may be added to either an Individual contract or a Husband and Wife contract. A dependent child is a naturally or legally dependent child under the age of nineteen. Full time, unmarried college students may be included up to the age of twenty-three. <i>There is no charge for a child three years of age or younger.</i>		
email address	Bank Name	DEPENDENT NAME	DATE OF BIRTH	MONTHLY FEE
Employed By	Employer Address	1.		\$35.00
<b>June 1, 2010 – September 6, 2010</b>		2.		\$35.00
		3.		\$35.00
MEMBERSHIPS ARE NON-TRANSFERABLE AND NON-REFUNDABLE		4.		\$35.00
		5.		\$35.00
Memberships are subject to, including, but not limited to the terms and conditions set forth on the reverse side and are hereby incorporated by reference.		6.		\$35.00
		7.		\$35.00
		8.		\$35.00
<b>Membership rates do not include 6.5% State Sales tax.</b>				
CONTRACT CONVERSION: By the last date of this contract, member may elect to convert to the Unlimited, one Year membership. <b>The enrollment fee will be waived if you decide to convert to a year contract.</b>				

**WASHINGTON COURT ATHLETIC CLUB  
SUMMER MEMBERSHIP CONTRACT**

In consideration of the promises and covenants hereto, Washington Court Athletic

Club (W.C.A.C.) and \_\_\_\_\_ (member) on this

\_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, do agree to be contractually bound by the following provisions:

1. Member agrees to pay the sum of \$\_\_\_\_\_ per month for three months commencing on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year).
2. Member understands and agrees to this three month contract. At the end of the three month membership, member must elect either of the following choices: (a) to continue with a twelve month, Unlimited W.C.A.C. Club membership; or (b) to terminate as a member of Washington Court Athletic Club. **THE CHOICE TO CONTINUE MUST BE MADE BY THE LAST DATE OF THIS THREE MONTH MEMBERSHIP. NO GRACE PERIOD WILL BE ALLOWED. If the above named member chooses to continue with an unlimited twelve month membership, the enrollment fee will be waived.**
3. Member understands and agrees that he/she is obligated to pay the membership fee whether member utilized W.C.A.C. or not. **THIS MEMBERSHIP MAY NOT (subject to paragraph 10) BE CANCELLED DURING THE THREE MONTH PERIOD SPECIFIED ABOVE.**
4. Parents are responsible for the behavior of their children. Disruptive behavior, theft, or any other illicit, illegal, or immoral acts upon the grounds of W.C.A.C. are grounds for immediate termination of this contract. W.C.A.C. will reserve the right to cancel any membership where reasonable cause is found.
5. During the membership period specified, member is responsible for payment, except in such situation as an act of God or fire shall cause W.C.A.C. to be destroyed, at which time all obligation hereunder ceases as to both parties.
6. In consideration of the foregoing and so long as member remains in good standing with W.C.A.C., pays his/her fees when due, and follows the rules of behavior, membership entitles Member to full use of the facilities of W.C.A.C. excluding classes, clinics, special programs, or activities for which there are separate fees or dues. Participation in any activity outside the scope of general membership is optional.
7. **W.C.A.C. DUES & STATE SALES TAX WILL BE DEBITED ON THE TENTH DAY OF EACH OF THE THREE MONTHS. If additional charges are made to your account for lesson fees, snack bar, pro shop charges, etc. these will be debited on the 10<sup>th</sup> day of each of the three months. Any charges occurring in August will be debited on September 10<sup>th</sup>.**
8. From time to time it may be necessary to close portions of the Club briefly for repairs, maintenance, or remodeling. No membership fees will be credited due to any inconvenience surrounding these circumstances.
9. Members in good standing may also charge upon their Club account services or goods provided by W.C.A.C. at W.C.A.C.'s option. Charges for goods or services are included in the monthly bill and are in addition to the monthly membership fee. These payments are subject to the debit system. No finance charge will incur unless debit is rejected by the bank. In this case finance charges and rejected debit charges apply. All payments received are first applied to the finance charge, if any.

10. CANCELLATION PROVISIONS:

- A. Upon written proof of death or disability of such magnitude that Member cannot enjoy the benefits of W.C.A.C., membership may be canceled at the permission of W.C.A.C., but such permission shall not be unreasonably withheld.
- B. If a Member relocates his principal place of residence beyond a radius of twenty-five (25) miles from W.C.A.C., then the membership may be terminated. The Member must first give W.C.A.C. a written notice of his intent to relocate and proof of new address.
- C. **MEMBER MAY CANCEL THIS CONTRACT BY NOTIFYING W.C.A.C. PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY FOLLOWING EXECUTION HEREOF.**

11. **RELEASE.** In consideration of being permitted to utilize the facilities provided by W.C.A.C., Member, for himself/herself and his/her personal representatives, heirs, and next of kin, family and guests, hereby releases, waives, discharges, and covenants not to sue W.C.A.C., its officers and employees, its parent companies, officers, employees and members, advertisers, shareholders, owners and lessees of the premises, their heirs, assigns or next of kin, (all collectively known as the Releasee) for all loss or damage, and any claim or damage therefore, on account of injury to the person or property or resulting in the death of Member/Releasor, whether caused by the negligence of Releasee or otherwise while the Member/Releasor is utilizing any equipment or participating in any program or special event offered to or supplied by Releasee or any loss of personal property while on the grounds of W.C.A.C., no bailment situation created hereby. Member/Releasor agrees to indemnify the Releasee and each of them from any loss, liability, damage, or cost Releasee may incur due to the presence of Member/Releasor, family or guest, in or on the grounds of W.C.A.C. whether caused by negligence of Releasee or otherwise. Releasor/Member hereby assumes full responsibility for and risk of bodily injury, death, or property damage due to negligence of Releasee or otherwise while in or on the grounds of W.C.A.C. and/or while participating in any program, event, or utilizing any property of W.C.A.C. while on the grounds of W.C.A.C./Releasee.

This release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and if any portion of the agreement is held to be invalid, it is agreed that the balance shall continue in full force and effect.

I/WE HEREUNTO set my hand this date, acknowledging that I/we read the foregoing and do understand each term herein, including the Release, and that this writing contains all of the Agreements between the parties hereto and the terms are contractual and not mere recitals.

\_\_\_\_\_  
Member/Releasor Date

\_\_\_\_\_  
Member/Releasor Date

\_\_\_\_\_  
W.C.A.C. Representative Date