



Member Policies



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The following policies apply to all members of the Fitness Center at Woman's Center for Wellness and constitute an integral part of the Membership Agreement.

MEMBERSHIP FREEZE POLICIES

Freezing your membership means that you will not be required to pay dues for a specified period of time. In summary, members are able to freeze their membership under two conditions: medical and extended travel. In both cases, members will need to verify the reason and fill out a freeze form.

- Putting your membership on freeze extends the expiration date of your membership contract.
- A freeze does not apply to situations in which the Wellness Center must be closed due to loss of power or other circumstances out of our control.

Under NO circumstances are freezes retroactive ____ (initial)

Key Points (initial required):

Medical freezes require a physician statement and a freeze form and no freeze fee is required if these steps are completed. ____ (initial). If you are medically unable to use the center, you can request a medical freeze for up to three (3) months and up to nine (9) months for a pregnancy and up to an additional two (2) months post delivery or until released by your physician.

You must provide a doctor's letter at the time of requesting a medical freeze. After the freeze period, membership will be automatically reactivated and your obligation to pay dues will resume. If an extension is needed, you will have the option of canceling your membership and receiving a refund of 90% of your unused dues. ____ (initial)

Extended travel freezes of a minimum of one month and maximum of three consecutive months require a completed freeze form and a fee of \$25.00 per month for travel.

I understand I will need to make a payment in advance (\$25 per month). ____ (initial)

Freeze forms must be filled out and turned in at the service desk by the **15th of the month** in order to freeze for the following month. A freeze period may be for a minimum of one month and a maximum of three months per calendar year (excluding unforeseen accidents or emergencies). Any freezes that extend beyond three months will result in a refund of 90% of the unused dues.

I understand that I must fill out a freeze form for medical and/or travel freezes. ____ (initial)

The membership expiration date will be extended for the length of time the membership was frozen. ____ (initial)

CANCELLATION POLICIES

CONSUMER'S RIGHT TO CANCELLATION: YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS FROM THE AGREEMENT DATE. Notice of cancellation shall be in writing signed by the member and mailed by registered or certified United States mail to the Fitness Center at the address specified in such form. The contract forms, membership card(s), and any other documents of evidence of membership previously delivered to the member shall accompany such notice. All monies paid pursuant to such contract shall be refunded within thirty (30) business days of receipt of such notice of cancellation.

CANCELLATION PRIOR TO CONTRACT EXPIRATION

A membership can be cancelled within a current contract only if:

- You move your residence more than 30 miles from the Wellness Center. You must provide satisfactory proof of new residence: online Post Office verification of change of address, etc. Statements from a bank or financial institution will not be accepted.
- Member has incurred a medical disability. Doctor's letter identifying disability is required.

Note: *As an option to cancellation, a membership may be transferred for a fee of \$150.00 to a family member or friend. Initiation Fees are non-refundable. See below for more information about transferring membership.*

CANCELLATION FOR TERMINATION OF EMPLOYMENT For Woman's Hospital Employees Only

This agreement becomes null and void immediately if you or your spouse terminates employment with Woman's Hospital.

ADDITIONAL RIGHTS TO CANCELLATION

During the initial contract period, the membership contract may also be cancelled as described below:

- 1) If upon a doctor's order, you are physically unable to utilize the Center's services for a period in excess of six months.
- 2) If you die, your estate shall be relieved of any further obligation for payment of dues under the contract. If membership is prepaid, member's estate will be entitled to a 90% prorated refund beyond the 15 days required notice of cancellation.
- 3) If all services of the Fitness Center permanently cease to be offered as stated in the contract, all monies, except initiation fee, paid in for advance dues pursuant to such contract shall be refunded; provided however, that the Fitness Center may retain the expenses incurred and the portion of the total price representing the services used or completed, and further provided that the Fitness Center may demand the reasonable cost of goods and services which the member has consumed or wishes to retain after cancellation of the contract. In no instance shall the Fitness Center demand more than the full contract price from the member.
- 4) If member receives any free months as an inducement to enter into this agreement or as a result of referring new members, such free months shall not be considered in computing the amount of any refund to which Member shall be entitled.
- 5) If member renews late (up to 30 days after the contract expiration date), member will pay a \$25 late fee.
- 6) If member renews 30 days or later after their expiration date, member will pay a full initiation package and the new member rates.
- 7) Member may cancel contract at any time for any reason not stated above for a fee of \$250.
- 8) Your membership agreement may be transferred, with consent of management, providing that the member terminating is current, fully paid-up and has no fees due to the Center. A transfer fee of \$150 will be charged. New members will receive an assessment and training.
- 9) All EFT drafted and payroll deducted memberships automatically renew upon the expiration date unless a cancellation form or written notice is received fifteen (15) days prior to the expiration date. Cancellation via phone, fax or email will NOT be accepted.

OTHER POLICIES OF WOMAN'S CENTER FOR WELLNESS

1. WOMAN'S CENTER FOR WELLNESS RESERVES THE RIGHT TO REFUSE ADMITTANCE TO ANY MEMBER. IF MEMBERSHIP IS REVOKED, ANY REMAINING DUES WILL BE PRORATED AND A REFUND WILL BE ISSUED.

2. MEMBER'S HEALTH WARRANTY Member represents that she is in good health and has no disability, impairment, injury, disease or ailment preventing her from engaging in active or passive exercise or which would cause increased risk or injury or adverse health consequences as a result of exercise. Member assumes full responsibility for her use of the facility and shall indemnify Woman's Hospital, the owner of the Fitness Center the member is utilizing, its affiliates, agents and employees against any and all liability arising out of use of the facilities. Members with mobility, gait or cognitive issues may have restricted use of equipment.

3. RULES, REGULATIONS, AND SCHEDULES Member agrees to abide by all the membership rules, regulations and schedules of the Fitness Center, which may be posted at the Fitness Center or issued orally, and which may be amended from time to time, at management's sole discretion. There is no lifeguard on duty in the pool areas - swim and/or exercise at your own risk.

4. FITNESS CENTER FEES The Fitness Center may adjust fees for registration, programs, and services rendered at any time.

5. FITNESS CENTER DUES Membership dues can be paid through one of the following methods: bank draft (ACH debit), credit card, savings, prepay, or payroll deduction for Woman's Hospital employees and their spouses. By selecting the draft method, the buyer authorizes the Fitness Center to request payment from his/her financial institution for dues and other authorized charges. The monthly installments will be drafted on the **2nd – 8th** of every month. The member also acknowledges that dues will be drafted while contract is active regardless of member's use of the Fitness Center. By selecting the prepay method member will make payment in full via personal check, credit card or cash. By selecting payroll deduction, as an employee (spouse) of Woman's Hospital, member will make biweekly payroll deductions for the term of membership. This option is available to all full-time and part-time employees. Contract employees are not eligible for this option.

6. UNAVOIDABLE DOWN TIME No refunds or credit shall be allowed or due for time when the Woman's Center for Wellness is temporarily not available to clients and members due to repairs, loss of power, damage to the building or other dangerous physical conditions of the facility that were caused by storm, flooding, accident or other acts of God. If the entire Wellness Center is unavailable for one month or longer, no dues will be charged.

7. FITNESS CENTER REPAIRS The Fitness Center reserves the right to establish opening and closing times and to close portions of the facility on a temporary basis for repairs, maintenance and/or improvements. The Fitness Center will make every attempt to minimize these occurrences and supply alternatives whenever possible. Advance notice of such occurrences will be given whenever possible. No refunds or credits shall be given when portions of the facility are temporarily closed for repairs.

8. PRESENTATION OF MEMBERSHIP CARD No one will be admitted to the Fitness Center without displaying a valid membership card or registering as a guest. We will require a member to purchase a new card if she fails to display her card (3) three times within a 30-day period. A \$6.00 fee will be assessed to replace a membership card.

9. GUESTS Member's guests are permitted in the center, but only pursuant to such rules, regulations, fees, schedules for such guest as may then be in effect. Guest does not have to be accompanied by a member. The Fitness Center reserves the right to limit the number of times any one guest can use the Fitness Center and reserves the right to exclude any guest whose use of the facility, in the sole opinion of the Fitness Center, would be detrimental to the Fitness Center or any of its members. All guests must register at the front desk. For guest policy details, refer to the Fitness Center brochure.

10. MEMBER OBLIGATIONS Member shall not be relieved of his/her obligations to make payments agreed to, and no reduction in the amount of dues shall be made because of Member's failure to use the Fitness Center's facilities. (Member dues are for the contract period and are no way related to actual usage of the Fitness Center).

11. ENTIRE AGREEMENT The membership agreement and these member policies constitute the entire and exclusive agreement between the parties and will supersede any oral or written understanding. This contract only may be modified in a writing executed by a duly authorized representative of Woman's Center for Wellness Fitness Center. Employees are not authorized to make any independent agreement with any member.

12. VALUABLES AND PERSONAL PROPERTY Members are urged to avoid bringing valuables onto center premises. Woman's Center for Wellness Fitness Center shall not be liable for the loss, theft of, or damage to, any personal property of members or guests.

13. LOCKERS The Fitness Center will only provide day lockers as a member amenity. Any items left overnight will be removed. Overnight lockers may be available for a \$50 deposit to be refunded when locker key is returned plus fees of \$10 per month. See service desk for details.

14. DRESS CODE Proper athletic attire is required. When in the fitness area everyone must be fully clothed. T-shirts, tank tops, sweatshirts, shorts, or pants must be worn when using the equipment. No street clothes or dress shoes permitted in fitness areas. Standard tennis shoes are required. Bathing suits must be securely worn in the pools, whirlpool and sauna. Pool shoes are recommended for all wet areas. **Please respect the modesty of other members in the locker room.**

15. BEHAVIOR No swearing, yelling, or obscene gestures will be tolerated. Racial discrimination is unacceptable. Any form of bullying or harassment will not be tolerated. Disruptive behavior such as extensive or loud phone conversations that disturb another's workout are unacceptable.

16. PHOTOS Photography is strictly prohibited in the locker and shower areas. Photos may only be taken of self or at the request of a staff member.

17. PERSONAL TRAINING Use of non-Fitness Center personal trainers in the center is prohibited as deemed necessary by the Fitness Staff. Members may not conduct personal training of other members. Members must give 24 hours notice if they wish to cancel a personal training appointment or they will be charged.

18. UPDATED MEDICAL CONDITION If you have a change in your medical condition that could affect your ability to exercise, you may be required to get medical clearance from your physician, as deemed necessary by fitness staff. Examples include but are not limited to : pregnancy, hospitalization, cardiac/respiratory issues, bone or joint injuries, physical therapy, etc.

19. IF MEMBER HAS A CHANGE OF PAYMENT METHOD for drafted accounts, home/billing address, email address and/or phone numbers, it is the member's responsibility to inform Woman's Center for Wellness.

Congratulations on becoming a member of the Fitness Center at Woman's Center for Wellness!

I (Member) have read and agreed to these policies _____

Member Representative _____