



Membership Agreement

The Bond Wellness Center

Monadnock Community Hospital

458 Old Street Rd, Peterborough, NH 03458

(603) 924-4650

Mbr Svcs Use

Received: ____/____/____
Initials: _____

This membership agreement (this "Agreement") is made this ____ day of _____ between The Bond Wellness Center at Monadnock Community Hospital (the "Center"), and those persons whose names are set forth below, after the captions "Member's Names," "Spouse's Name," and "Dependent's Name" for use of the Center's facilities.

Mr. Mrs. Ms. _____
Last, First, Middle Initial *Birthdate*

Home Address _____
Street City State Zip

Home Phone _____ Work Phone _____

E-Mail Address _____ Name of Employer _____

Spouse's Name / Birthdate _____

Dependent's Name / Birthdate _____

Dependent's Name / Birthdate _____

Physician's Name / Address / Phone _____

In case of Emergency, Please Contact: _____
Name Relationship Phone

Please Check Membership Classification Desired:

____ Individual ____ Couple ____ Add On ____ Corporate
____ Senior ____ Senior Couple ____ Employee ____ Other

Referring Member: Name _____ / Tel: _____

***If you choose one of the following payment options the Center will waive the \$35 Application Fee.**

Please provide the following information for either a bank or credit card account to be used for membership dues and house charges:

Checking/Savings Account: _____
Bank Name Account Number Routing Transit Number (9 Digits)

Master Card/Visa Account: _____
Account Number Expiration Date Exact Name as Appearing on Card

TERM/TERMINATION

By Initialing at the appropriate place below, I elect a membership term which renews on a monthly basis. To cancel this Agreement and terminate automatic payments, I must comply with the provisions of paragraph 11 of the Additional Terms and Conditions set forth in the attached Appendix A (the "Additional Terms"). I understand that the Additional Terms and Conditions are part of this Agreement.

Monthly Payment Authorization. I elect to pay membership dues on a monthly basis. I authorize my membership dues be charged by electronic funds transfer (EFT) directly from my (Check One).

____ Checking / Savings Account ____ Visa ____ MasterCard

For checking account payment of membership dues, this application will not be processed unless a **voided check** showing my account number is attached. Membership dues will be charged to my account in advance on or about the first day of the month for the dues for that month, regardless of my use of the Center's facilities. Unless for any reason the Center cannot process my EFT, I do not have to pay cash or write a check to the Center for my membership dues or charges each month. There is no extra charge for this service. The Center reserves the right to change membership dues as provided in the Additional Terms.

Enrollment Fees

Start Up Fee / non-refundable (See current rate sheet)

***\$35 Application Fee / non-refundable**

Member's initials: _____

WAIVER AND RELEASE

I acknowledge that my attendance at or use of the Center or participation in any of the Center’s activities or programs, including without limitation my use of the Center’s equipment and facilities, could cause injury to me. As a material consideration for the Center to permit me to become a member and to permit me and my guests to use the Center and its facilities, I on my own behalf and on behalf of my guests and any minor Dependents, assume all risks of personal injury, death, property loss or other damages which may result from or arise out of attendance at or use of the Center or participation in any of the Center’s programs or activities. The foregoing risks shall include, but not be limited to, risks associated with aerobics, fitness equipment, weight lifting, team or individual sports, exercise, locker rooms, sauna, steam bath, swimming pools, massage, parking, environment, theft, contagion, and use of the Center’s equipment, facilities or health and fitness advisory services. I understand that the foregoing waiver of liability on my behalf and on behalf of my guests and any minor Dependents will apply to any and all claims against the Center and/or its owners, officers, directors, employees, agents, or affiliates (collectively, “Center Affiliates”) for any such personal injuries, property loss or other damages connected to or arising out of any of these risks.

I, on behalf of myself, my guests, my minor dependents and our heirs, executors, administrators and assigns, fully and forever release and discharge the Center, the Center Affiliates and each of them, from any and all claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated, resulting from or arising out of any of our attendance at or use of the Center or any of our participation in any of the Center’s activities or programs including those which arise out of negligence of the Center or any Center Affiliate. Further, I release and discharge the Center and Center Affiliates from any and all liability for any loss, or theft of, or damage to personal property.

I acknowledge that I have carefully read this Waiver and Release and fully understand that it is a waiver and release of liability.

x Member’s Initials _____ Spouse’s Initials _____ Dependent’s Initials _____ Dependent’s Initials _____

Appendix A
The Bond Wellness Center at Monadnock Community Hospital
Additional Terms & Conditions

1. **Membership** –The Center is a membership organization, open to individuals who have attained the age of sixteen (16) years. Sales of memberships are subject to their availability.
2. **Membership Fees; Other Charges**
 - A. **Membership Fees** – The Center’s membership structure consists of a start up fee, which includes a \$35 application fee (may be waived depending on billing option chosen) and membership dues. Except as expressly provided in this Agreement or otherwise required by law, neither the start up fee nor the membership dues are refundable. The start up fee must be paid at the time of application. If you cancel your membership within 90 days of enrollment, a \$35 cancellation fee will be assessed and payment is expected at the time of departure. Membership dues are based on the classification and type of membership, and are charged monthly in advance. In addition, you will be charged for any new, additional or increased taxes imposed by any federal, state, or local governmental authorities on the services rendered under this Agreement.
 - B. **Changes to Fees, Dues and Charges** – The Center may, from time to time increase or otherwise change the membership dues or assessment fees it imposes upon members and guests by giving 30 days prior written notice of the change to members. The posting of the changes in conspicuous places in the Center will constitute written notice for this purpose. Such changes shall become effective on the dates specified in the notice, but in no event will they become effective earlier than the end of the 30-day notice period. All other fees and charges are subject to change without notice.
 - C. **Other Charges** – As of the date of this Agreement. A \$35.00 service charge applies to all returned checks and charges, and a \$5.00 fee applies for replacement membership cards in the event that your membership card is lost, stolen or destroyed.
 - D. **Collection** – Any and all collection and attorneys’ fees shall be recoverable by the Center if it prevails in any lawsuit to collect fees, dues or other charges or otherwise enforce the provisions of this Agreement.
3. **Rules and Regulations** - You shall comply with the Center’s Rules and Regulations in effect from time to time. The Center may, in its sole and absolute discretion, amend the Center’s Rules and Regulations from time to time as it deems appropriate or necessary. On all questions regarding the interpretation of Center Rules and Regulations, the decision of the Center will be final.
4. **Management** - The classification, suspension and expulsion of members, the use of facilities and equipment, guest policies and all other matters affecting or relating to the members or membership, shall be determined by the Center in its sole and absolute discretion.
5. **Nondiscrimination** – The Center will accept applications for membership from any individual, couple or family without regard to race creed, color, age (over 16), religion, disability, sex or national origin. Any person who is unable to afford a membership should contact Member Services regarding financial assistance.
6. **Guests** – The Center reserves the right to require all guests to complete a preliminary screening. Each guest must (a) pay the fee set by the Center from time to time, (b) be over (18) years of age, (c) provide photo identification, and (d) sign a Waiver and Release of Liability furnished by the Center.
7. **Direct Threat to Health or Safety** – The Center reserves the right to exclude or terminate the membership of a person with a disability or other illness from participation in an activity if that person’s participation would result in a direct threat to the health or safety of himself or others that cannot be eliminated or reduced to an acceptable level by reasonable modifications to the Center’s policies, practices or procedures, including the Center’s Rules and Regulations, or by the provision of appropriate auxiliary aids or services. The Center’s assessment of this threat will be individualized and based on reasonable judgment that relies upon current medical evidence or the best available objective evidence. In making this assessment, in its sole discretion, the Center may require a person to furnish appropriate medical certification. All recommended medical evaluations and treatments are the financial responsibility of each person.
8. **Changes to Programs: No Deductions** –The center reserves the right to close or relocate its facilities, to repair, alter, modify, discontinue or remove any facilities or programs of the Center, or to change the times when such facilities or programs are available for use, and you will not be entitled to a refund, deduction or setoff of, from or against any portion of the membership dues or assessment fee. If substantial portion of the Center’s facilities are unavailable due to an event such as a fire, strike, flood, loss of lease or the like. the Center may, in its sole discretion (a) extend your membership privileges for the period the facilities are unavailable, or (b) arrange for the use of similar facilities in the area.
9. **Default: Remedies** – You will be in default of this Agreement if you (a) violate any of the provisions of this Agreement, including without limitation the Center’s Rules and Regulations in effect from time to time, or (b) repudiate this Agreement in writing other than as permitted under paragraph 11. If you are in default, the Center may, at its option, do one or more of the following: (1) suspend your membership privileges (2) accelerate the unpaid balance of any fees or charges so that such unpaid balance is immediately due and payable, or (3) terminate this Agreement as provided in paragraph 10.

10. **Termination by the Center** – The Center has the right to discharge members based on unacceptable medical risks as set forth in paragraph 7 or if the Center’s capacity is reached and member services must be medically prioritized. The Center reserves the right at any time to immediately terminate this Agreement for a member’s default under this Agreement or conduct which is determined to be detrimental to the reputation of the Center or the health and safety of the staff or other members or guests. Terminated members will be required to immediately return their membership cards to the Center. The terminated member will remain liable for all membership dues, fees and other charges incurred prior to Center’s receipt of the returned membership card.
11. **Termination by Member** – You are required to provide a written notice of cancellation no later than the 20th day of the month in order for cancellation to be effective on the last day of the month. At the time of cancellation, you or your representative must deliver, in person or by certified or registered mail, your membership card and a completed cancellation form to the Center at the Center’s address set forth at the top of this Agreement. At the time of cancellation, any and all remaining charges on your account must be paid. If you decide to reinstate your membership, the following administrative fees will apply: Reinstatement within 90 days \$45.00. If you wish to rejoin the Center after a 90 day period, the health assessment will be administered and the current start up fee will be required.
12. **Assignment**
 - A. By the Center – The Center has the right to assign this Agreement. If this Agreement is assigned, the Center and any assignee shall have all rights set forth in this Agreement.
 - B. By member – You may not transfer your Center membership or assign any of your rights or obligations under this Agreement. If you attempt to transfer your membership in violation of this paragraph, the attempted transfer shall be null and void. You may not loan your membership card to anyone.
13. **No waiver** – No failure to exercise and no delay in exercising any right or remedy of the Center shall operate as a waiver of any right or remedy.
14. **Governing laws** – This Agreement is governed by the laws of the State of New Hampshire, without regard to the conflicts of law principles of this State.
15. **Entire Agreement** – This Agreement constitutes the entire agreement pertaining to membership and supersedes any prior promises, representations or understandings of any kind, whether written or oral, made with respect to the subject matter of this Agreement. Only a written instrument, signed by the parties to this Agreement, may modify this Agreement.
16. **Severability** – Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If there is any provision of this Agreement or the application of of any provision to any party or circumstance which shall be prohibited by, or invalid under, applicable law, that provision shall be ineffective to the minimal extent of such prohibition or invalidity without invalidating the remainder of that provision or the remaining provisions of this Agreement or the application of any provision to other parties or circumstances.
17. **Heading and Pronouns** – The headings, titles and subtitles in this Agreement are inserted for conveniences of reference only and are to be ignored in any construction of the provisions of this Agreement. As used in this Agreement, all pronouns shall include the masculine, feminine, neuter, singular and plural wherever the context and facts require such construction.

ADDITIONAL TERMS: SIGNATURES

Each of the undersigned agrees to be bound by the terms of the Additional Terms and Conditions on Appendix A. Each of the undersigned acknowledges that before signing this Agreement, I have had a reasonable opportunity to review this Agreement and have received a copy of the Rules and Regulations of the Center.

x	Member’s Signature_____	Date_____
	Spouse’s Signature_____	Date_____
	Dependent’s Signature_____	Date_____
	Dependent’s Signature_____	Date_____
	Center’s Representative_____	Date_____