

UNIVERSITY HEALTH CLUB

Release of Liability/Membership Agreement

- In consideration of gaining membership or being allowed to participate in the activities and programs of the University Health Club, and to use its facilities and equipment, in addition to the payment of any fee or charge, I do hereby waive release and forever discharge the University Health Club and its officers, agents, employees, representatives, executors, and all others from any responsibility or liability for injuries or damages resulting from my participation in any activities or my use of equipment in the above mentioned facility or arising out of my participation in any activities at said facility. I do also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission or any of those mentioned or others acting on their behalf, or in any way arising out of or connected with my participation in any activity of the University Health Club.
Please initial _____
- I understand and am aware that strength, flexibility, and aerobic exercise, including the use of equipment, are potentially hazardous activities. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment with knowledge of the dangers involved. I hereby agree to expressly assume and accept any risks of injury or death.
Please initial _____
- I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities and programs of the University Health Club or use of equipment except as hereinafter stated. I acknowledge that I have either had a physical examination and have been given by physician's permission to participate, or that I have decided to participate in activity and/or use of equipment without the approval of my physician and do hereby assume all responsibility for my participation and activities and use of equipment in my activities.
Please initial _____
- I understand that I may ask any question or request further explanation or information about the activities, facilities, programs, and services offered by the University Health Club before, during, or after my participation. I declare that I have read, understood and agree to the contents of this informed consent agreement in its entirety.
Please initial _____

In consideration of the terms and conditions stated below, the parties agree as follows:

- The member agrees to abide by the policies of the University Health Club. The policies and/or terms of the membership may be amended from time to time.
- For use of the University Health Club facilities, the member agrees to pay the University Health Club an application fee and monthly dues of the selected membership category. Monthly dues are subject to change pursuant to the policies of the University Health Club and the University Health Club reserves the right to increase rates and add or delete services upon prior notice to members.
- In the case of family memberships, additional members must be immediate family, (husband, wife, or child age 22 or younger) and residing within the residence. Children over the age of 9 and under the age of 13 are allowed memberships, restricted to direct parental supervision. Children 14 and over are allowed full unsupervised access.
- The member can change his/her membership category provided that the member satisfies the application requirements of the new membership category. Monthly dues may be collected by electronic fund transfer or automatic charge to MasterCard or Visa. Balances for services or goods not paid for within ninety (90) days may result in cancellation of the membership and all unpaid balances shall be immediately due and payable. Any accounts past due for greater than 90 days are subject to collections, the cost of which the member agrees to pay.
- OUHSC EMPLOYEES ONLY: If any outstanding balances exist on your account, we reserve the right to apply your wages to any outstanding debt until balance is paid in full. Upon termination from OU, we reserve the right to apply the final paycheck to the debt.
- A \$25.00 late/insufficient funds fee will be charged for all un-paid accounts monthly. New and updated billing, address and telephone information is the responsibility of the member, and not the responsibility of the University Health Club to notify the member of expired/declined credit cards and EFT returns. All overdue accounts, including cancelled accounts, will be charged \$25.00 late fee each month until the account is paid in full or arrangements are made for payment.

- Certain corporate accounts may not be eligible for account holds.
- If any charges are applied to an account in error, the University Health Club will refund such charges if notified within 90 days of the incorrect charges from the day of notification.
- All billing will be processed/posted between the 10th and 15th day of each month. In the case of unforeseen circumstances billing processing may occur shortly after the 15th day of the month.
- This agreement shall be in effect until cancelled or terminated as provided herein.
- A member is required to provide a 30-day written notification if he/she intends to cancel or change the category of the status of his/her membership. Upon the receipt of the notification, the membership status will be processed and the monthly dues will be assessed. If cancelling, the applicable cancellation fee will apply.
- A member may place a temporary hold on the membership beginning at the first of a month, after which his/her membership will be held for one to three calendar months. Additional temporary holds may be placed on the account no less than one year from the date the previous hold was initiated. A fee of \$10.00 must be paid to initiate the temporary hold. After the maximum time of three months, monthly dues will be automatically processed. The locker fee is ongoing unless cancelled by the member.
- The University Health Club agrees to provide use of its facilities during business hours as stipulated by the membership category while this agreement is in effect. The University Health Club reserves the right to close the facility for scheduled events with the understanding that its members will be given adequate advance notice.
- This agreement shall not be assignable by the member without the express written consent of the University Health Club.
- MEMBER ACKNOWLEDGES THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES, AND THE UNIVERSITY HEALTH CLUB MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN. If any portion of the agreement is held to be invalid or unenforceable, such portion shall be disregarded and the remainder of the agreement shall remain in full force and in effect.
- GUEST POLICY: All guests (non-members) will be charged a guest fee for usage of the University Health Club. All guests must have valid photo identification, and are subject to any rules and policies of the University Health Club. Guests under the age of eighteen (18) must have the release of liability form signed by a parent or legal guardian.
- The University Health Club reserves the right to determine appropriate behavior in the facility and reserves the right to restrict or deny access to the facility to anyone or anything and/or cancel membership.
- This membership is personal to the member listed on the front of the application. It cannot be reassigned, transferred, or cancelled except as otherwise provided herein.
- Please take notice: Failure to regularly attend the University Health Club and utilize its programs and facilities does not relieve the member of the obligation, regardless of the circumstances, to pay for this membership in full unless otherwise provided herein.
- A University Health Club membership is based on a twelve (12) month commitment. The membership is open-ended and after the initial twelve months will continue on a month-to-month basis until the member gives the business office the 30-day written notice to cancel as described in the membership agreement. If the member cancels prior to the twelve (12) months ending period, there will be a \$125.00 cancellation fee.
- If an employee of a corporation that pays for employee memberships ends their employment under any circumstance within the 12-month commitment, the employee shall assume responsibility for the membership dues, or a \$125.00 early cancellation fee. A 30-day written notification of cancellation is required to end the membership under the circumstances.
- The \$125.00 cancellation fee will not apply if a medically documented event, such as a severe illness or other condition from which the member is not expected to recover, is provided; or, the member provides sufficient documentation that he/she is moving out of the Oklahoma City area.

I agree to these membership and release of liability terms.

Member Signature _____ Date _____

Staff Signature _____

Witnessed and Signed this _____ day of _____, 20_____.