



The Wellness Center & Fitness Center at Navicent Lofts
 3797 Northside Drive 781 Spring Street, 2nd Floor
 Macon, GA 31210 Macon, GA 31201
 (478) 477-2300

MEMBERSHIP AGREEMENT

Full Name: _____ Date of Birth: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

_____ City State Zip Code

Phone: _____ Email: _____

Employer: _____ Emergency Contact AND Phone Number: _____

Annual Membership Fee	\$ _____
Adjustments / Discounts	\$ _____
Total Annual Fee	\$ _____
+Registration Fee	\$ _____
+Prorate Amount based on Join Date	\$ _____
+/- Other	\$ _____
Total Due	\$ _____
Monthly Payment (Employees will be payroll deducted)	\$ _____

IF PAID IN FULL:

Annual Membership Fee	\$ _____
+ Registration Fee	\$ _____
- Pd in Full Discount (5%)	\$ _____
+/- Adjustments / Discounts	\$ _____
+ Enhancement Fee	\$ _____
Total Due	\$ _____

Pay method

Cash
 Check
 CC
 GC

NOTES:

ATRIUM EMPLOYEES (fill out) Employee Name _____
 Employee ID# _____ BADGE # (last 5 digits on back of badge) _____ Are you a contract employee? Yes No
 Choose One as Primary location: Fitness Center at Navicent Lofts or Wellness Center Work Department _____

Insurance membership #: _____ (Silver Sneakers, Renew Active, etc.)

Annual Club Enhancement Fee Required: **\$25/year** (Applicant Initials) _____

Bank Draft () Bank Rt. # _____ Bank Acct. # _____
 Monthly Amount \$ _____ Initial Draft Date _____ Applicant Initials _____

Visa () MC () Discover () Bank Card# _____ Amount \$ _____
 Card Exp. Date _____ Initial Draft Date _____ Applicant Initials _____

Corporate Billing () Corporate Name _____
 Employee name _____ Amount \$ _____

CLUB ENHANCEMENT FEE: The purpose of this fee is to provide equipment purchases and other items to enhance member services for the facility. This \$25 fee will be collected annually from all members. Please Initial _____ (Applicant Initials)

Member has applied to Center for privilege of using the facilities and services furnished and rendered at Center and Member having complied with the Center's requirements as to membership fees and agreeing to abide by all rules and regulations as described on reverse hereof and as amended at the discretion of Center during the term of the Contract, said rules being promulgated by Center relating to the operation and management of Center and being a fit person to be a Member of Center is granted and agrees to this membership in Center with automatic renewals until terminated by member pursuant to the terms and conditions set forth in this agreement. Allow up to two months for billing termination.
 _____ (Applicant Initials)

Applicant is required to complete a Healthy History Questionnaire, Testing Consent Form, and Code of Conduct with application.
 Applicant is required to update contact information and payment information as soon as the information has changed and/or every 2 years.
 (Staff Initials) _____ Applicant Initials _____

Signature of Applicant (or parent/guardian): _____ **Date Signed:** _____

FOR OFFICE USE ONLY

DATE: _____

MEMBERSHIP TYPE: (check) Basic AHN Employee Loft Tenant Insurance
 Fit Ctr @ Nav Lofts Senior Citizen/Military Employee Plus One (Corporate % disc)

MEMBERSHIP NUMBER: _____ Scan Card Mailed _____ Staff Initials _____

STAFF COMPLETING APPLICATION: _____ STAFF ENTERING APPLICATION: _____



Wellness Center & Fitness Center at Navient Lofts

TERMS AND CONDITIONS

IT IS AGREED BY THE WELLNESS CENTER AND/OR EMPLOYEE FITNESS (HEREINAFTER COLLECTIVELY REFERRED TO AS "CENTER") AND MEMBER, WITHOUT WHICH CENTER WOULD NOT HAVE SIGNED THIS CONTRACT, AS FOLLOWS:

MEMBERSHIP: The classification of Members, the amount of dues payable by the Members of each classification, the suspension and expulsion of Members, and other matters affecting or relating to the Members or membership shall be under complete control of Center. The dues applicable to any type of membership and any other charges imposed by Center may be amended at any time without notice. In addition to membership fees; **a required annual Enhancement Fee is assessed.** It shall be the policy of the Center to accept applications for membership from any individual of good character and responsible credit background without regard to race, creed, color, sex, gender identity, sexual orientation, or national origin, nor shall membership be denied on that basis. **Upon joining the Center, each Member must have a photograph taken to be kept on file. Picture of ID not acceptable.**

CHANGE OF MEMBERSHIP STATUS: Members requesting a change in their membership classification must submit a written request, delivered to Member Services, and will be subject to the policy(s) and additional fees (if any) pertaining to the request. Members agree to pay current charge for monthly dues of the requesting Membership Classification.

ASSIGNMENT OF MEMBERSHIP: Member shall not assign his or her membership or any right or privilege as such, without prior written consent of Center.

NOTICE OF TERMINATION: A member may resign from Center by providing a written notice to Member Services thirty (30) days in advance of the annual renewal date of the contract. Such Termination SHALL not be deemed effective until after expiration of the thirty (30) days notice period AND receipt of Member's membership scan card AND after all required payments have been made to Center. A member's failure to use facilities during any period of time before cancellation of membership shall not entitle the Member to a refund or relieve the Member of the obligation to pay dues or other charges prior to the date of cancellation. Termination of this agreement for reasons other than death, disability, or relocation outside 50-mile radius will result in the assessment of cancellation fees or balance of membership, whichever is less. Subsequent to his/her Termination, a Member shall not be subject to any further dues or other charges.

INVOLUNTARY TERMINATION: An involuntary termination may be without notice. Center further reserves the right at any time to terminate the membership of any Member for failure to comply with any of the Rules and Regulations adopted by the Center or for conduct determined to be improper or detrimental to the best interest of Center. The terminated Member will be required to immediately return his/her membership scan card to Center. A terminated Member will remain liable for all dues and other indebtedness incurred prior to receipt of the membership scan card to Center. **The membership of any Member who is 60 days in arrears on his/her account may be terminated by Center without notice.**

CANCELLATION AND REFUND POLICY: Member has the right to cancel this Contract within three (3) business days after the date of signing by notifying The Wellness Center, 3797 Northside Dr., Macon GA 31210 in writing of such intent and by either mailing the notice by certified or registered mail to The Wellness Center or by hand-delivering the notice to The Wellness Center with return receipt before 12:00 Midnight of the third business day after the date of this Contract. The notice must be accompanied by the Contract forms and any and all other documents and evidence of membership previously delivered to Member. If Member so cancels, any payment made by him under the Contract will be refunded and any evidence of indebtedness executed by Member will be cancelled by Center, provided that Member shall be liable for the fair market value of services or products actually received, which in no event shall exceed \$60.00. The preparation of documents shall not be construed to be services. This contract may only be cancelled by written notice and may require payment of a cancellation fee. No refund shall be made by Center to Member except in the event of death or disability as set forth herein. If cancellation occurs, no monthly fees will be prorated or refunded for the current month; member will have access to facility through the currently paid month.

TERMINATION FOR VIOLATION OF SOCIAL MEDIA STANDARDS: The Wellness Center may terminate a member's contract for false, disparaging, inaccurate, or misleading statements made through any form of media, including but not limited to social media or any other public forum, as deemed inappropriate by management or hospital administration.

DISABILITY OF MEMBER: If the Member becomes totally and permanently disabled during the membership term, or in the event of the death of the Member during the membership term, this Contract may be cancelled by Member, or his or her Estate. In the event of such cancellation, Center shall be entitled to receive an amount equal to the annual dues (or annual renewal fee in the event of a renewal term) divided by the number of weeks of the term of membership (or renewal term) and multiplying the result by the number of weeks of the term of membership (or renewal term) and multiplying the result by the number of weeks expired in the terms as of the date of death or disability. Center has the right to require Member, or his or her Estate, to furnish reasonable evidence of total and permanent disability or death. Total and Permanent Disability means such disability as would prevent Member from using any of the facilities of Center.

ASSUMPTIONS OF RISK AND RELEASE: It is agreed and understood that all activities, exercise, use of equipment, and facilities shall be undertaken by members at their own risk, and Center shall not be liable for any claims, demands, injuries, damages, actions, or causes of action which arise wholly or partially due to the negligence of Navient Health, Inc., the Medical Center of Central Georgia, Inc., the Wellness Center, Employee Fitness, and Macon-Bibb County Hospital Authority, and/or any affiliated companies and/or their respective agents and employees. It is further understood and agreed that this release of liability will also apply to all persons receiving membership as a result of a family membership contract or persons signing this contract while acting on behalf of and/or as a guardian or parent included under the family membership contract. In addition, it is understood and expressly agreed that this release of liability applies to all persons receiving membership as a result of a corporate membership contract.

Members forever expressly release, indemnify, and hold harmless Navient Health, Inc., the Medical Center of Central Georgia, Inc., the Wellness Center, Employee Fitness, and Macon-Bibb County Hospital Authority, and/or any affiliated companies and/or their respective agents and employees for any and all claims, causes of action, and liability. All members are encouraged to have a physical examination by a doctor prior to beginning any programs or new activity. Upon application for membership, members affirm that their state of health permits them to participate in Center activities.

Members of Center agree to abide by all rules and regulations, to use good personal health judgments, and to practice proper safety skills at all times while on Center property.

WARNING: If you have a history of heart disease or disease subject to aggravation by exercise, you should contact a physician before purchasing a membership and joining the Center.

PAYMENT OF DUES: Center shall determine the amount in terms of payment of dues which shall be payable by Members on a monthly basis. The obligations to pay dues is not dependent on the availability of Center facilities. Repairs and/or maintenance/special events of facilities may make it necessary for Center to restrict use of one or more facilities or to temporarily close Center, but such will not reduce or suspend the Member's obligation for payment of dues. Members failing to make payment within sixty (60) days will be classified as delinquent and will be responsible for all collection costs including attorney and other collection fees; member may not utilize facilities until payment is made in full.

RETURNED ITEM AND LATE FEES: A \$30.00 fee will be assessed to any member for a returned check, credit card draft or bank draft as a result of insufficient funds, account closed, or similar circumstances. A \$5.00 late fee shall be added for each 30 days the account is over-due. After 90 days, accounts will be placed inactive and may be sent to collections.

LITIGATION: Center reserves the right to terminate the membership of any Member who is party to a litigation or lawsuit against Navient Health, Inc., the Medical Center of Central Georgia, Inc., the Wellness Center, Employee Fitness, and Macon-Bibb County Hospital Authority, and/or any affiliated companies and/or their respective agents and employees. Upon termination, the Member shall immediately return his/her membership scan card to Center.

I understand and agree to all terms and conditions. Applicant Initials _____

RULES AND REGULATIONS

- 1. HOURS OF OPERATION:** The Center Operating Schedule may be periodically changed and operate at reduced hours. Certain parts of Center may close temporarily or permanently. Pool area will close before official Center closing hours.
- 2. CHECKING IN: All Members, upon entering Center, are required to check in at the Reception Desk by SCANNING ASSIGNED MEMBERSHIP SCAN CARD. FAILURE TO DO SO COULD RESULT IN INVOLUNTARY TERMINATION. Before checking in, all Members must have a valid photograph in the system and have up to date contact information.**
- 3. EXERCISE CLOTHING:** The Center requires that members wear appropriate clothing and footwear while in the Center. Appropriate clothing includes appropriate coverage as determined by Center management. Other than in the pool or classes requiring bare feet, proper athletic footwear is required. Sandals, flipflops and Croc type footwear are not appropriate. The Center does not allow midriff-bearing clothing, extremely loose tank tops and clothing with profanity as determined by center. Swimsuits are appropriate wear only in the pool area; no swim wear in areas other than the pool area and locker room. Center requires that anyone entering the pool must shower beforehand. Center requires that members wear appropriate swim attire when entering the pool, as deemed appropriate by Center management.
- 4. EQUIPMENT MALFUNCTIONS:** Member understands that equipment may from time to time be out of order. When special factory parts must be ordered, some units may be out of order until a part arrives. When this occurs, the member agrees to follow a substituted program.
- 5. SAFETY FIRST REGULATIONS:** Member will not start a machine or other device until in position and will follow program as prescribed by instructor if involved in program.
- 6. COMPLIANCE WITH RULES AND CONDUCT OF MEMBER:** Member agrees to be subject to the control and guidance of the personnel of the Center while on the premises and will follow instructions of personnel. Member agrees to conduct himself or herself in a quiet, well-mannered fashion while on the premises and reserve all criticism of any major kind about other members or personnel until in a private office with the Center Management. Member agrees to obey all rules and conditions of membership contained in this contract or prescribed by the Center via signage or other methods and the Center reserves the right to revoke or terminate the membership if the Member fails to keep and obey any of such rules and conditions.
- 7. DAMAGE TO FACILITIES:** Member agrees to pay an extra charge for damage arising from any careless use of equipment by Member. Also, membership may be terminated, and Member may be legally prosecuted for damaging Center property.
- 8. PERSONAL PROPERTY:** The Center, and agents and employees shall not be responsible for damage, lost or stolen articles of clothing or any other personal property of any Member.
- 9. AMENDING OF RULES:** Center reserves the right to amend or add to these rules and conditions and to adopt new rules and conditions as it may deem necessary for the proper management and improvement of the Center.
- 10. WARRANTY:** Member agrees that no warranties, representations, or agreements of merchantability, fitness for a particular person, or otherwise express or implied, were made to Member except for those written herein or in writing, signed by an officer of the Corporation which owns the Center.
- 11. DUES:** Dues subject to change at any time by Center.
- 12. PHOTOGRAPHS OR VIDEO:** Taking photographs and videos on Center premises is prohibited without prior written consent of the Center and the individual being photographed or videoed.

I understand and agree to all rules and regulations. Applicant Initials _____