

**Pavilion Health and Swim Club**  
 (herein called "The Club")  
 4300 Military Road NW  
 Washington DC 20015  
 Penthouse Level  
 202-580-6465

**Membership Agreement**

Last Name \_\_\_\_\_ Member # \_\_\_\_\_  
 First \_\_\_\_\_ Email \_\_\_\_\_  
 Address \_\_\_\_\_ Date Joined \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_ Type \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Phone (Home) \_\_\_\_\_  
 Company/Firm \_\_\_\_\_ Phone (Work) \_\_\_\_\_  
 Business Address \_\_\_\_\_

**How did you hear about the Club?** \_\_\_\_\_

This Club requires a minimum commitment. In consideration of the membership privileges outlined herein, I agree to make dues payments for a minimum of \_\_\_\_\_ months and a maximum of \_\_\_\_\_ months ("Term"). Upon the expiration of the Term, I will continue to make dues payments on a month-to-month basis until this agreement is terminated in accordance with the terms and conditions outlined below.

**Term Agreement Begins** \_\_\_\_\_  
**Monthly Agreement Begins** \_\_\_\_\_

**Membership Charges:**  
 Initiation Fee \$ \_\_\_\_\_  
 Processing Fee \$ \_\_\_\_\_  
 Monthly Dues \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 Total \$ \_\_\_\_\_

Paid By: ( ) Credit Card

Billing Information	
Payor _____	Name as it appears on account _____
EFT Monthly \$ _____	Begin _____
Account# _____	_____
Routing # _____	_____
Expiration _____	(attach voided draft) _____
Credit Card or Bank Name _____	_____

**NOTE: CHARGE WILL APPEAR ON YOUR STATEMENT AS:** \_\_\_\_\_

**NOTICE OF CUSTOMER RIGHTS**

1. You have the right to cancel this contract during the first fifteen days after the contract is made, if, due to health, illness, injury, or change in residence, you are unable to use the full Membership privileges in this contract. If you cancel, you will have to pay only for the goods or services you are entitled to up through the month in which you cancel, plus a registration fee of 5% of the price of this contract (not counting any finance charge) not to exceed \$25. You must notify The Club, by certified or registered mail, at the address given in this contract, of your intention to cancel, or your cancellation will not be effective. If your cancellation is due to illness or injury, a doctor's certificate must accompany your notice of cancellation to The Club.
2. If a consumer becomes disabled for a least three (3) months during the Membership term, and that disability is confirmed in writing by a physician, the consumer has a right to an extension of the contract.
3. If this facility is closed for a month or more, the consumer also is entitled to his choice of either an extension of the contract or prorated refund, except if the closing is not the fault of the facility, in which case the choice of remedy is The Club's.
4. Contact the District of Columbia Office of Consumer Affairs if you have a question as to how to calculate your obligation or your refund after cancelation.

I hereby authorize The Club, or its assignee(s) to debit my account of all monthly dues and/or charges as long as this Membership Agreement remains in effect.

I hereby agree to the terms and conditions of this Agreement printed on the front and reverse side of this application (which may be amended from time to time) and specifically acknowledge that I understand the continuation and termination of membership contained in Article III and the waiver of liability contained in Article IV of this Agreement.

Member Signature \_\_\_\_\_ Date \_\_\_\_\_

The Club \_\_\_\_\_ Date \_\_\_\_\_  
 Professionally managed by WTS International, Inc.

NOTICE  
 ANY HOLDER OF THE CONTRACT OR NOTE IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

## TERMS AND CONDITIONS

### Article I – Membership

- 1. Provisions.** The definition of "Member", the amount of dues payable by Members, the amount of initiation fees, the suspension and expulsion of Members, and all other matters affecting or relating to the Members or membership shall be under the complete control of the Club. The dues applicable to membership and any other charges imposed by the Club may be amended at any time without notice.
- 2. Nondiscrimination.** It is the policy of the Club to accept applications for membership from any individual or group without regard to race, creed, color, age, disability, sex, sexual orientation, political beliefs or national origin.
- 3. Member Defined.** The term "Member" within the meaning of this agreement shall include individuals, whether or not married, having privileges to use the Club's facilities upon payment of the appropriate initiation fee and dues, and execution of the Membership Agreement. A spouse or other family member shall not be permitted to the rights and privileges of membership (unless such party is themselves a Member) except as a guest.

### Article II – Initiation Fees and Other Charges

- 1. Initiation Fees.** All Members shall pay a nonrefundable (except as set forth on the notice of Customer Rights above) and non-transferable admission or initiation fee of the amount, manner and time of payment shall be established by the Club and may be changed from time to time.
- 2. Dues.** The Club shall, from time to time, determine the amount and terms of payment of dues which shall be payable by the Members on the first (1<sup>st</sup>) day of each month. The obligation to pay dues is not dependent on the availability of all Club facilities or member use. Activities, repairs and/or maintenance of facilities may make it necessary for the Club to restrict use of one or more facilities or to temporarily close the club, but such restriction or closure shall not reduce or suspend the Members obligation for payment of dues.
- 3. Late or Returned Item Charges.** Payments for bills rendered that are not received by the tenth (10<sup>th</sup>) of any month shall be considered delinquent and there shall be assessed a late charge of ten dollars (\$10.00) per delinquent payment. A fee of twenty five dollars (\$25.00) shall be assessed to any Member for a returned check or credit card draft as a result of insufficient funds, account closure or any similar circumstances.
- 4. Delinquent Accounts.** Members failing to make any payment within sixty (60) days of the applicable due date will be classified as delinquent and will be responsible for all costs associated with the collection of amounts owed, including attorney's fees and other collection fees.
- 5. Prepaid Dues.** Prepaid dues are nontransferable, except as provided for herein.
- 6. Additional Charges.** Any additional charges incurred by a Member are due in full on the first (1<sup>st</sup>) of each month. Sections 3 and 4 of this Article II shall be applicable to any and all payments due and payable to the Club.

### Article III – Continuation and Termination of Membership

- 1. Voluntary Termination.** A Member may terminate his or her Membership at any time upon thirty (30) days advance written notice to the Club, provided that their contract payments have been fulfilled (shown on the reverse side). Any such voluntary termination SHALL NOT be deemed effective until a) the expiration of the 30-day notice period, b) receipt of Member's membership card(s) and c) payment in full of all amounts due under this agreement. A Member has the right to cancel this agreement within three (3) business days of the execution of this agreement by providing written notice of such cancellation to the Club, accompanied by this agreement and any membership card(s), by certified or registered mail or hand delivery within such three (3) day period.
- Member may cancel this agreement in the event the Club closes or either Club or Member moves to another location and fails to provide alternative facilities within ten (10) miles of the Member. Upon the submission of a doctor's certificate based on a full physical examination, Member may cancel this agreement should he/she become permanently disabled, and a Member's estate may cancel this agreement upon Member's death. In the event of any cancellation made pursuant to this paragraph, Member (or Member's estate, if applicable) shall owe dues to the Club based on the pro rata portion of the services or use of the facilities the Member has already received or that were already made available to Member prior to the date of such cancellation.
- 2. Involuntary Termination.** The Club, in its sole discretion, 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 Club or for the Club. A terminated Member shall remain liable for all dues and other expenses incurred prior to the date of such termination. In the event any Member's account is sixty (60) days or more in arrears, the Club may, at its option, terminate such Member's membership without notice.
- 3. Leave of Absence.** Members may apply for a leave of absence based on a change in geographical location or a physical incapacitation lasting six (6) months or more, upon thirty (30) days written notice to the Club accompanied by sufficient proof of such change in location or physical incapacitation and return of the Member's membership card(s). For the duration of any such approved leave of absence, the Member's dues shall be reduced to an amount equal to one third (1/3) of the prevailing monthly membership dues. Reinstatement of full membership status is subject to the then-current policy(s) and membership fee structure.

### Article IV – Waiver of Liability

IT IS UNDERSTOOD THAT THE POSSIBILITY OF INJURY DOES EXIST. FURTHERMORE, IT IS UNDERSTOOD THAT RECREATIONAL AND ATHLETIC PARTICIPATION IS INHERENTLY DANGEROUS. IT IS EXPRESSLY AGREED BY THE PARTIES HERETO THAT USE OF THE CLUB'S FACILITIES (AND TENNIS FACILITIES ARRANGED FOR USE OF MEMBER THROUGH THE CLUB) AND EXERCISES (INCLUDING THE USE OF WEIGHTS, CARDIOVASCULAR EQUIPMENT, AND APPARATUS DESIGNED FOR EXERCISING) AND PARTICIPATION IN CLUB-SPONSORED ACTIVITIES OR EVENTS AND PARKING AND TRANSPORTATION PROVIDED BY THE CLUB (IF ANY) SHALL BE AT MEMBER'S SOLE RISK (OR AT SOLE RISK OF MEMBER'S GUEST, AS THE CASE MAY BE). NOTWITHSTANDING ANY CONSULTATION ON EXERCISE PROGRAMS WHICH MAY BE PROVIDED BY EMPLOYEES OF THE CLUB, IT IS UNDERSTOOD THAT THE SELECTION OF EXERCISE PROGRAMS, METHODS AND TYPES OF EQUIPMENT SHALL BE MEMBER'S OR GUEST'S ENTIRE RESPONSIBILITY. NEITHER THE CLUB, THE MANAGER, THE OWNER OF ANY ASSOCIATED PREMISES (INCLUDING BUT NOT LIMITED TO PARKING AND TENNIS FACILITIES, IF ANY), NOR THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS AND/OR MANAGERS (COLLECTIVELY, "RELEASED PERSONS") SHALL BE LIABLE TO MEMBER OR ANY GUEST FOR ANY CLAIMS, DEMANDS, INJURIES, COSTS, LOSSES, DAMAGES OR ACTIONS OF ANY KIND (COLLECTIVELY, "LOSSES") ARISING OUT OF OR IN CONNECTION WITH THE USE BY MEMBER OR GUEST OF THE SERVICES OR FACILITIES OF THE CLUB, OF PARKING, TENNIS OR ANY OTHER FACILITIES RELATED THERETO OR THE PREMISES WHERE THE SAME ARE LOCATED. MEMBER AND GUEST EACH HEREBY RELEASE AND HOLD HARMLESS ALL RELEASED PERSONS FROM ALL CLAIMS WHICH MAY BE BROUGHT AGAINST THEM BY MEMBER OR GUEST OR ON THEIR BEHALF FOR ANY SUCH LOSSES AS DESCRIBED ABOVE (INCLUDING, BUT NOT LIMITED TO, LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH). THE RELEASED PERSONS SHALL NOT BE LIABLE TO MEMBERS OR THEIR GUESTS FOR ANY LOSS, DAMAGE OR THEFT OF ANY PROPERTY OF ANY KIND INCLUDING, WITHOUT LIMITATION, AUTOMOBILES. THE MEMBER AGREES THAT HE OR SHE HAS THE OBLIGATION TO INFORM ANY GUEST OF THE PROVISIONS OF THIS AGREEMENT.

### Article V – Rules and Regulations

- 1. Registration.** Members MUST check in and present their membership card each time they use the Club. Members requesting access to the Club without their membership card may be requested to pay the applicable Guest fee.
- 2. Guest.** Guests may use the Club only when accompanied by a Member and must sign in at the front desk. Members are responsible for the conduct of their Guests. The Club reserves the right to limit the number of Guests a Member may bring to use the facility.
- 3. Attire and Equipment.** Proper attire is required for persons using the Club. Shirts and shoes are required in all public and recreation areas. No footwear other than activity-appropriate shoes may be worn. No attire shall be left in the Club overnight unless the Member has an assigned locker.
- 4. Damages.** The cost to repair damage to any property caused by a Member or Guest shall be paid by the Member.
- 5. Rules Not Inclusive.** The rules contained herein are not inclusive. Additions and amendments to the Club Rules and Regulations may be made from time to time at the sole discretion of the Club. On all questions regarding the construction of the Club Rules and Regulations, the decision of the Club is final.
- 6. General.** All Members shall be required to comply with and abide by any and all Rules and Regulations governing the Club, as the same may exist from time to time. Members who violate such Rules and Regulations shall be subject to termination of their membership subject to Article III, Section 2.

### Article VI – Medical Examination

Member represents and warrants that Member is in good physical condition and that he or she has no disability, impairment or ailment preventing him/her from engaging in active or passive exercise or that will be detrimental to his or her health, safety, comfort or physical condition. The Club is under no obligation to make any further inquiry regarding Member's health or physical condition. All Members are strongly encouraged to have a complete physical examination by a medical doctor prior to beginning any exercise program.