



# MEMBERSHIP APPLICATION AND AGREEMENT

Applicant Name \_\_\_\_\_ D.O.B. \_\_\_\_\_ Gender \_\_\_\_\_ Employer \_\_\_\_\_

Home Address same as Mailing Address

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

HomePhone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

Email Address \_\_\_\_\_ Preferred Method of Contact:  Email  Phone

Primary Care Physician \_\_\_\_\_ Physician Phone \_\_\_\_\_ If none, check here

Person to notify in case of emergency: Name \_\_\_\_\_ Phone \_\_\_\_\_ Relation \_\_\_\_\_

MEMBERSHIP TYPE:	STANDARD	NOTES
Individual		
Couple		
Family		

How did you hear about us?  Employer  Social Media  Website  Mailer  Other: \_\_\_\_\_

Physician Referral: \_\_\_\_\_  Member Referral: \_\_\_\_\_ (Name must be listed on application to receive referral credit)

### PAYMENT OPTIONS: (\* - Initial)

Annual Membership PIF \* \_\_\_\_\_ Amount \$ \_\_\_\_\_ One Time Enrollment Fee \$ \_\_\_\_\_

Credit Card Debit \* \_\_\_\_\_ Monthly Dues \_\_\_\_\_ Payable on the 15<sup>th</sup> of each month

### PAYMENT AUTHORIZATION:

Card Type \_\_\_\_\_ Name on Card \_\_\_\_\_

Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_

**CONSUMER'S RIGHT TO CANCELLATION:** You may cancel this agreement without any penalty or further obligation within three (3) business days from this date \_\_\_\_\_ or the date the facility is available for your use whichever is later. See "consumer right to cancellation" under terms and conditions of facility membership for details. Initial \_\_\_\_\_

The Term of this agreement is one year. This agreement will renew automatically each year, without notice for another full year, on the "Anniversary Date", unless written notice of cancellation is received by either you or the Facility at least thirty (30) days prior to the anniversary date. Cancellation requests will also be granted throughout a grace period that extends up to (3) business days following the anniversary date listed on this agreement. The notice must be dated, signed and sent certified mail or hand delivered.

Initial \_\_\_\_\_

**LIABILITY WAIVER:** In consideration of participating in a Beacon Health & Fitness facility membership, I agree that I understand the inherent risks of participation. I understand that I shall discontinue participating should I believe the conditions are unsafe at any time. I further agree and acknowledge that I am assuming all risks associated with being injured or disabled while participating in this membership.

Having read this waiver and knowing these facts and in consideration of your accepting application, I for myself and anyone entitled to act on my behalf, waive and release Beacon Health System, Inc., Elkhart Health, Fitness and Aquatics, Inc., (hereafter Facilities) and their subsidiaries and affiliates, sponsors, their representatives, agents, directors, officers, employees, volunteers and successors from any and all claims, liabilities, demands, losses, cause of action or damages of whatever kind or nature arising from or based upon in any way my participation in the Beacon Health & Fitness facility membership, which may be caused in part by the negligence or carelessness on the part of the organizations or persons named in this waiver.

I will also indemnify, save and hold harmless all organizations or individuals named from any loss, liability, damage or cost which may be incurred by such organization or individuals arising from or based upon my acts or negligence during my participation in this event.

In addition, I grant permission to all of the foregoing to use any photographs, motion pictures, recordings, or any other record of this membership for any legitimate purpose. I certify that I am 18 years of age or older, or that I am the Parent/Guardian of the entrant and am granting permission for him/her to participate.

I have read the liability waiver and understand the inherent risks with this activity. Initial \_\_\_\_\_

Thirteen (13) year olds on a Beacon Health & Fitness membership must be accompanied and supervised at all times by a parent or guardian when using any pools. This requires the parent or guardian to be physically in the water with the child at all times. Initial \_\_\_\_\_

By visiting any facility you acknowledge that there is a risk of contracting a communicable disease including, but not limited to, COVID-19, and others. While Beacon Health & Fitness makes efforts to reduce these risks, you acknowledge that you understand that this risk remains.

Beacon Health & Fitness does offer virtual, remote, outdoor, and digital programs from time to time. You acknowledge any inherent risks in these activities and accept them.

I acknowledge that I have received, read, and agree to abide by, the club's "Rules & Regulations," and "Code of Conduct." Initial \_\_\_\_\_

**NOTICE TO APPLICANT - PLEASE READ!** By signing this Application and Agreement you agree that (1) to the best of your knowledge, everything you state on this application is accurate; (2) the Facility may retain this Application form whether or not it is approved; (3) The Facility has the right to charge to the credit card or debit card account listed in this Agreement any amounts due the Facility more than 60 days.

Attached to this application is a payment of \$ \_\_\_\_\_, payable to Beacon Health & Fitness.

**THE "ANNIVERSARY DATE" OF THIS AGREEMENT IS** \_\_\_\_\_

Acceptance and approval by the Facility constitutes a contract between the parties granting the Applicant all rights and privileges afforded a Facility Member under the current Terms and Conditions of Facility Membership and Rules and Regulations which may be amended from time to time at the Facility's option. The undersigned states that he/she has read and understands the Terms and Conditions of Facility membership and the Membership Agreement, agrees to be bound by such Terms and Conditions, and acknowledges that he/she has received a copy of this agreement.

Signature confirms that you understand and agree to the Terms and Conditions of Facility Membership (on reverse side), Rules & Regulations & Code of Conduct.

ADDITIONAL MEMBERS	SIGNATURE (if 18 years of age, or older)	D.O.B.	GENDER	EMAIL

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

## TERMS AND CONDITIONS OF FACILITY MEMBERSHIP

**MEMBERSHIP QUALIFICATIONS:** Subject to approval by the Facility, without regard to race, sex, sexual orientation, gender identification, ethnic background or religion, any individual thirteen (13) years of age or older, of proven financial responsibility and with a parent or guardian's written consent, is eligible for membership. Membership in the Facility includes a member's right to use the Facility's services in accordance with these Terms and Conditions and Rules and Regulations which may be amended from time to time. Membership does not confer any authority in the management of the Facility, or any interest in the property or assets of the Facility. A Couple Membership is defined as any two (2) individuals living at the same address. A Family Membership is defined as any two (2) individuals living at the same address and any of their dependent children ages 13-22. Beacon Health & Fitness allows members to use the locker room that matches their self-reported gender identity. Memberships are nontransferable.

**CONSUMER'S RIGHT TO CANCELLATION:** YOU MAY CANCEL THIS AGREEMENT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) BUSINESS DAYS FROM YOUR JOINING DATE. YOUR NOTICE OF CANCELLATION MUST BE IN WRITING, SIGNED BY YOU, AND SENT TO THE FACILITY BY CERTIFIED OR REGISTERED MAIL, OR HAND DELIVERED.

**MEMBERSHIP DUES AND CHARGES:** Your membership in the Facility will renew automatically each year for another full year. Membership constitutes a contractual commitment to pay Facility dues for (12) consecutive months. Withdrawals from the Facility, except for the detailed reasons listed under "Rights to Premature Cancellation", will not relieve a member from fulfilling his/her annual obligation. This yearly membership agreement is automatically renewable, without notice, for another full year unless written notice of intent to cancel by either party is received at least thirty (30) days prior to the anniversary date. Cancellation requests will also be granted throughout a grace period that extends up to (3) business days following the anniversary date listed on this agreement. This notice must be dated, signed and sent certified mail, or hand delivered. Cancellation will then become effective on your Anniversary Date. When a membership is placed on "freeze," (see below 'FREEZE' section for details), the Membership Anniversary Date is extended by the number of months the account is on freeze.

Members are required to maintain a valid credit or debit card on file for monthly dues charges and incidentals. It is the member's responsibility to keep this information current.

**RIGHTS TO PREMATURE CANCELLATION:** You may also cancel this agreement for any of the following reasons. Additionally, consumer has a right to a prorated refund of monthly dues in the event that they paid for their annual membership in full and they cancel prematurely for one of the following reasons.

1. If, upon a medical doctor's written order, you cannot physically receive the services because of significant physical disability for a period in excess of three (3) months. A "30 Day Written Notice" from both the physician and member is required.
2. If you move your residence more than (25) miles from the Facility and we cannot secure membership privileges at another Beacon Health & Fitness Facility. Proof of new residency is required as part of your "30 Day Written Notice."
3. Upon death, your estate shall be relieved of any further obligation for payment under the contract not then due and owing.
4. If the services cease to be offered as stated in the agreement.

Premature cancellation under items 1 and 2 requires the submittal of a "30 Day Written Notice" and will become effective on the last day of the month following the month in which the 30 day notice is received. Cancellation notification must be sent to the Facility by certified or registered mail or hand delivered.

**MEMBERSHIP CATEGORY CHANGES:** A member in good standing may add a spouse or family member to their membership at any time thus altering their membership category. However, a change in category shall constitute an automatic yearly renewal of his/her membership which will alter their anniversary date accordingly. A member in good standing may remove a spouse or family member upon receipt of a request (30) days prior to their anniversary date only.

Memberships affiliated with any corporate account will end immediately upon notification that the individual(s) on the corporate account are no longer employed by that company. Member will have the opportunity to maintain his or her membership at the current public rates, without paying any enrollment fee.

**FACILITY RATES & DUES:** The Facility may increase rates & dues from time to time. Members will be notified at least thirty (30) days prior to any increase in Facility rates and/or dues. Dues will not be prorated during time when the Facility is repairing or renovating any of its facilities. The membership is a one year automatically renewing agreement payable monthly through debit or credit card.

**REVISION/CHANGES:** The membership enrollment fees, program, service and product charges are also subject to change without notice. Members may be notified of such changes in any manner which Facility Management deems appropriate.

**PAYMENT POLICIES:** Members are required to pay the appropriate one-time enrollment fee at the time of joining and monthly dues are collected on the fifteenth (15) of each month (in advance of the month services will be delivered) through credit card debit. Monthly payments delivered in person prior to the fifteenth (15) of each month will negate the automatic credit card debit for the following month. Fees for programs, services and products may be paid for with cash, check or credit card. Products are subject to sales tax. No-show fees may be assessed if a member registers for a program or service and fails to attend without providing the appropriate cancellation notice.

Beacon Health & Fitness has retained Jonas Fitness to perform payment recovery services related to any past due amounts a member may owe. Certain customer information may be provided periodically to Jonas Fitness and its affiliates through the Platform for this purpose. Jonas Fitness will contact members who are delinquent on payments by email, SMS, and phone in connection with performing its payment recovery services. Members may opt out of having this information shared with Jonas Fitness and may further opt out of being contacted by Jonas Fitness with regards to overdue payments by contacting one of our membership offices.

**DAMAGES:** Members are responsible for any damage to Facility property and/or property of other members and their guests caused by themselves or their guests, except that due to ordinary wear or usage.

**WEAPONS:** Dangerous weapons of any kind are not permitted at any Beacon Health & Fitness facility, including Elkhart Health & Aquatics, except by people authorized by law to carry a weapon in the performance of their duties, such as city, county, state, Beacon security/police, contracted private security personnel or federal law enforcement officers. Failure to adhere will result in immediate and permanent revocation of access to any of our facilities. Dangerous weapons are defined as any of the following, but not limited to: firearms, knives, Tasers, daggers, straight razors or sword-in-canes. In various circumstances, weapons may also include any other article used in such a manner as to cause serious physical injury.

**SUSPENSION/TERMINATION:** The Facility may terminate for cause any membership by mailing notice in writing to the last address shown on the records of the facility for the member being terminated. A terminated member will remain liable for all dues and other indebtedness incurred until their membership anniversary date. Use of the Facility is available only to members in good standing and their guests. A member in good standing is one who has no outstanding membership dues or center charges over ninety (90) days old, or has no reports of misconduct in his/her personal file. The Facility retains the right to maintain confidential copies of personal data on file.

**CHANGES TO THIS AGREEMENT:** The Facility's membership Application and Agreement, Rules and Regulations and Facility Policies, Code of Conduct, and Terms and Conditions of Facility Membership are the entire agreement between the Facility and the member. Any changes to these documents must be in writing and signed by an authorized officer of the Facility. In the event any part of these agreements are found in court to be invalid or unenforceable, such part shall be deemed stricken and the remainder of the documents shall remain in full force and effect. Failure to abide by these documents may result in termination of membership.

**FREEZE:** Members may request a temporary "freeze" on their account. Memberships may be "frozen" and dues suspended for a minimum of one month, but not to exceed six months in any one calendar year, provided the following conditions are met:

1. The member's account is paid up to date.
2. A Freeze Request Form is signed and on file in the Membership Office.
3. Payment of the prevailing monthly maintenance fee per account.

When a membership is placed on a freeze, all accompanying members on the account are frozen. Freezes start at the beginning of a calendar month and end at the end of a calendar month only. The Membership Anniversary Date is extended by the number of months the account is on freeze. Contact the Membership Office if you are ever unclear of your Anniversary Date.

**RESTRICTION OF SERVICES:** Any of the Facilities reserve the right to refuse membership and/or facility access to any individual or group that we deem a potential competitor or conflict of interest as it relates to the programs and services offered in our facilities.

**CESSATION OF SERVICES:** In the event that the Facility relocates or closes the facility, The Facility will be obligated to find a substantially similar facility which will assume the membership agreements or to provide member with a pro rata refund for the portion of services not received.

**CONSENT TO RECEIVE COMMUNICATIONS:** Member/Guest consents to receiving auto-dialed calls and/or artificial or prerecorded voice message calls to his or her cellular and/or landline telephones from any Facility and/or its agents for any permissible purpose, including, but not limited to, advertising, solicitation, and business administration and operations. Member/Guest agrees that he or she may incur data usage charges or other costs related to those calls. Member/Guest acknowledges that he or she may opt out of receiving such calls by informing Beacon Health & Fitness and/or Elkhart Health & Aquatics in writing of his or her determination in accordance with the notice provisions of this agreement.

**PHOTOGRAPHY AND VIDEO:** Photography and/or video by anyone other than a Beacon Health & Fitness designee is strictly prohibited. No photography or video whatsoever is permitted in any locker room, restroom, aquatics, or sauna area.

The Facility reserves the right to take photographs and/or video for promotional and/or instructional purposes.

**MEDICAL EMERGENCY:** In the event of a medical emergency, the associates and/or assignees of, any Facility may provide immediate care and assistance to anyone, including minor children. This may include first aid, CPR, the use of an AED, the calling of an ambulance, and any other assistance deemed necessary.

## Article Four

### HOUSE RULES

- 1. Check-In.** All members of Beacon Health & Fitness must present their membership card at the Information Desk. Members are not allowed to enter the facility without proper identification. Members allowing other people to use their membership card to attempt to gain access to any BHF facilities, including 24-hour access, are subject to membership cancellation.
- 2. Conduct.** Appropriate conduct with respect to language, sportsmanship, general behavior and equipment is expected at all times. Inappropriate conduct of any type including, but not limited to, disrespectful behavior directed at other members, guests, and staff is not tolerated and may result in the termination of membership.
- 3. Guest Policy.** Members may bring guests, with proper I.D., to Beacon Health & Fitness at any time by registering them at the Information Desk and paying the prevailing fee. Guests must be 18 years of age or older, or with a parent or legal guardian.
- 4. Parking.** At the South Bend club, members are provided with a parking pass for the garage, provided a deposit is submitted to Downtown South Bend, Inc. Parking is limited to four hours per day. Members who exceed the four-hour time limit are subject to additional fees from Downtown South Bend. Members must park only in those areas not designated as reserved.
- 5. Tobacco.** Use of any type of tobacco product is not permitted anywhere on Beacon Health System property.
- 6. Proper Attire.** All members are expected to wear appropriate athletic attire when using Beacon Health & Fitness. Athletic shoes and shirts are required at all times in all areas outside the locker rooms and pool areas. Inappropriate language or images on clothing is not permissible. Members who wear attire deemed inappropriate by management will be asked to promptly change.
- 7. Use of Wet Area.** Members are required by Indiana Code to take a soapy shower before entering the pools and whirlpools.
- 8. Lockers.** Only rented lockers may be left locked overnight. Unauthorized locks left on lockers overnight will be cut and removed by club staff, and contents removed from the locker. Contents may be claimed by contacting the Information Desk.

- 9. Safety and Security.** All members must enter and leave Beacon Health & Fitness via designated entrances and exits. For your safety, you should be familiar with the emergency exit locations. Emergency exit maps are posted in the clubs, and on our website.
- 10. Hours of Operation, Fees and Classes.** The club promptly closes at the posted hours of operation. Members should be off the fitness floor and out of the pools by the posted closing time and out of the facility no later than 15 minutes past the posted closing time. Established hours of operation, fee schedule, classes, leagues, services, programs, etc. are all subject to change at any time by Beacon Health & Fitness.
- 11. Clean Up.** All members are responsible for leaving equipment, fitness floor, pool area, group exercise studios, and the locker room facilities clean and in order. All exercise equipment and locker room amenities should be returned to their proper location after use. Members are required to wipe down any equipment they use with the available alcohol wipes, located throughout the facility.
- 12. No Weapons Allowed.** Dangerous weapons of any kind are not permitted at any Beacon Health & Fitness facility, including Elkhart Health & Aquatics, except by people authorized by law to carry a weapon in the performance of their duties, such as city, county, state, Beacon security/police, contracted private security personnel or federal law enforcement officers. Failure to adhere will result in immediate and permanent revocation of access to any of our facilities. Dangerous weapons are defined as any of the following, but not limited to: firearms, knives, Tasers, daggers, straight razors or sword-in-canes. In various circumstances, weapons may also include any other article used in such a manner as to cause serious physical injury.
- 13. Interpretations.** All questions as to the construction, interpretation or application of these rules and regulations will be clarified by any member of management.
- 14. Amendments.** Amendments to these rules and regulations may be made at any time by management.

Beacon Health & Fitness is not responsible for lost or stolen items. Lockers are provided as a convenience and are not intended to serve as secure storage for valuables. We recommend that jewelry, cash and other items of value not be left in lockers.

### Code of Conduct

- Respecting our mission means aggressive or threatening behavior toward any person is not allowed. This includes abusive language, physical assault, sexual language directed toward others, threats of harm, and verbal harassment. These behaviors could result in removal from the facility and/or prosecution.
- You agree to adhere to the Rules & Regulations of Beacon Health & Fitness.
- For everyone's safety & well-being, you should stay home if you are not feeling well and/or have a body temperature greater than 100.0 ° F.
- You agree to wipe down any fitness equipment you use with the sanitizing wipes provided throughout all of our clubs.
- Please re-rack and put away weight plates, dumbbells, or any other fitness equipment used during your workout.
- Gym bags, coats, or any other personal items should be stored in a locker, not left on the fitness floor.
- Anyone accessing our 24-hour facilities agrees to never let someone else into the facility.



ELKHART | GRANGER | SOUTH BEND | THREE RIVERS

BeaconHealthAndFitness.org

574.647.2670





## Article One

All memberships at Beacon Health & Fitness are non-transferable and are classified as follows:

### INDIVIDUAL ACCOUNT

Any individual, 13 and older. The member has full use of Beacon Health & Fitness facilities and eligible programs with payment of prevailing fees and dues. The member can upgrade to a couple or family account at any time, and the membership agreement will be extended accordingly.

### COUPLE ACCOUNT

Any two (2) individuals, 13 and older, living at the same address. Proof of residency required. Both members have full use of Beacon Health & Fitness facilities and eligible programs with payment of prevailing fees and dues.

### FAMILY ACCOUNT

Any two (2) individuals living at the same address & any of their dependent children ages 13-22. All members have full use of Beacon Health & Fitness facilities and eligible programs with payment of prevailing fees and dues.

### TEMPORARY MEMBER

An individual (14 years or older) who joins Beacon Health & Fitness on a temporary basis and pays the fees for a temporary membership is classified as a "temporary member" and has limited use of Beacon Health & Fitness facilities and eligible

programs. Temporary memberships can be purchased for two weeks, by the month or by quarter. Full payment for temporary membership is due at the time the application is completed. Parking and 24 hour access is not included with a temporary membership. A temporary membership is non-refundable and non-transferable.

## Article Two

### MEMBER RECORDS AND PROCEDURES

- 1. Name and Address Change.** Members are responsible for providing name and address changes to Beacon Health & Fitness.
- 2. Payment.** Enrollment fees and dues are paid at time of enrollment. Dues may be paid either monthly or annually.
- 3. Freezes.** Memberships may be "frozen" and dues suspended for a minimum of one month, but not to exceed 6 months, provided the following conditions are met:
  - A) The member's account is paid up to date.
  - B) A Freeze Request Form is signed and on file in the Membership Office.
  - C) There is a \$5/month maintenance fee to freeze a membership.
  - D) The contract anniversary date extends by the number of months you freeze your account.

- 4. Cancellation.** All cancellations are accepted by the Membership Office upon written receipt 30 days prior to the contractual anniversary date. Members are responsible for all outstanding dues, fees and/or charges. Re-enrollment at a later date will be subject to the Terms & Conditions applicable at that time. Annual payments are non-refundable.
- 5. Expulsion.** A member may be expelled at the discretion of management. Expulsion can be for violation of any regulation, rule or for any other conduct deemed detrimental to the general welfare of Beacon Health & Fitness, its staff, and members.
- 6. Change Notice.** The management of Beacon Health & Fitness reserves the right to change, alter and/or amend the fees, rules and regulations, or the Code of Conduct for membership at any time.
- 7. Liability Waiver:** In consideration of participating in a Beacon Health & Fitness facility membership, I agree that I understand the inherent risks of participation. I understand that I shall discontinue participating should I believe the conditions are unsafe at any time. I further agree and acknowledge that I am assuming all risks associated with being injured or disabled while participating in this membership.

Having read this waiver and knowing these facts and in consideration of your accepting application, I for myself and anyone entitled to act on my behalf, waive and release Beacon Health System, Inc., Elkhart Health, Fitness and Aquatics, Inc., and all its sponsors, their representatives, agents, directors, officers, employees, volunteers and successors from any and all claims, liabilities, demands, losses, cause of action or damages of whatever kind or nature arising from or based upon in any way my participation in the Beacon Health & Fitness facility membership, which may be caused in part by the negligence or carelessness on the part of the organizations or persons named in this waiver.

I will also indemnify, save and hold harmless all organizations or individuals named from any loss, liability, damage or cost which may be incurred by such organization or individuals arising from or based upon my acts or negligence during my participation in this event.

In addition, I grant permission to all of the foregoing to use any photographs, motion pictures, recordings, or any other record of this membership for any legitimate purpose. I certify that I am 18 years of age or older, or that I am the Parent/Guardian of the entrant and am granting permission for him/her to participate.

Thirteen (13) year olds on a Beacon Health & Fitness membership must be accompanied and supervised at all times by a parent or guardian when using any pools. This requires the parent or guardian to be physically in the water with the child at all times.

By visiting a Beacon Health & Fitness facility, including Elkhart Health & Aquatics, you acknowledge that there is a risk of contracting a communicable disease including, but not limited to, COVID-19, and others. While Beacon Health & Fitness makes efforts to reduce these risks, you acknowledge that you understand that this risk remains.

## Article Three

### RESERVATION POLICIES AND RACQUETBALL/SQUASH COURT ETIQUETTE

- 1. Court Reservations and Cancellations.** Members may reserve or cancel court times in their name. Reservations may be made up to one week prior to the activity. Please provide at least 24 hours' notice when cancelling a reservation.
- 2. Reservation Check-In Time.** Members who fail to check in at the Fitness Desk within 15 minutes after their reservation time will forfeit that reservation.
- 3. Clean Up.** Members are expected to leave a clean and ready court at the time their reservation expires.
- 4. Safety.** Appropriate safety equipment, including proper shoes and goggles, must be worn at all times while on the court.

