



BERKSHIRE SOUTH REGIONAL COMMUNITY CENTER

MEMBERSHIP CONTRACT

Member #: _____ BSRCC Rep: _____ Date: _____

SECTION I: PERSONAL DATA

Primary Member Name: _____

DOB: _____ E-mail: _____

Primary Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: (Home) _____ (Cell) _____

Physical Address if different: _____

City: _____ State: _____ Zip Code: _____

*Emergency Contact Person: _____ Phone: _____

How did you hear about us?

Radio Newsletter Social Media Newspaper Website Friend Other: _____

SECTION II: MEMBERSHIP AGREEMENT

Membership Type: (Please Check One)

Member Type Code: _____

Adult (Ages 25-64)

Single Parent Family

Young Adult (Ages 18-24)

Senior Adult (Age 65+)

Couple/Family

Youth (Ages 13-17)

Additional Family Members Included in Single Parent/Family/Couple Memberships:

A Spouse/Partner Name _____ Date of Birth _____

B Child's Name _____ Date of Birth _____

C Child's Name _____ Date of Birth _____

D Child's Name _____ Date of Birth _____

Contract Term: One Month Three Months Six Months One Year Other: _____

Membership Start Date: _____

Membership End Date: _____

MEMBERSHIP FEE: \$ _____

Discount Type: F/A BAR CORP EMP

Applicable Discount: \$ _____

Tax-deductible donations \$ _____

TOTAL \$ _____

Corp Discount Code

PAYMENT TYPE: Cash Check Visa MasterCard Discover EFT Gift Certificate

ELECTRONIC FUNDS TRANSFER (EFT) BILLING OPTION

This Agreement authorizes the Center to bill your bank account or credit card (as specified below) each month through the term of the agreement for your dues (Dues are billed on or around the 20th of the month). Members paying through electronic funds transfer are required to provide the Community Center with thirty (30) days advance written notice of cancellation or termination of this contract. All monthly payment plans that are returned with insufficient funds are subject to a fee of \$20.

A deposit of \$ _____ accompanies this Membership Agreement.

Billing Start Date: _____

Billing End Date: _____

Bill my: Visa MasterCard Discover Checking Savings

Monthly Payment \$ _____

Credit Card Number _____ Exp. Date _____

Bank Name _____

Routing Number _____ Account Number: _____

TERMS AND CONDITIONS/ CANCELLATION POLICIES

ALL MEMBERSHIPS ARE NON-REFUNDABLE AND NON-TRANSFERABLE

LIABILITY WAIVER: In consideration of being allowed to use the facility, equipment, machinery and/or programs, member(s) personally assume all risks involved in any exercising, training, activities and/or programs at the Center. Member(s) recognize and acknowledge that there are certain risks of physical injury involved in undertaking any fitness activity. Member(s) thereby voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of the severity, that they may sustain as a result of said participation. Members are solely responsible for determining if they are physically fit and/or adequately skilled for said fitness activities. It is always advisable to consult a physician before undertaking any fitness activity. Please be aware that by signing and/or participating in any Berkshire South activity, members are expressly assuming the risk, the legal liability, are waiving and generally releasing all claims for injuries, damages or loss which one might sustain as a result of participating in any and all activities connected with and associated with Berkshire South. Member(s) also waive and release, now and forever, all claims and causes of action against Berkshire South, its elected or appointed officers, agents, volunteers, employees, representatives, consultants, executors, and all others directly or indirectly connected with Berkshire South from any and all: personal injuries (including death), any medical condition of any kind which results, any aggravation of a pre-existing medical condition, and any and all other damages or injuries which may be sustained in any way from the direct or indirect result of activities, exercise, training and participation in the Center. Member(s) further hold Berkshire South harmless from any loss to personal property which is lost, damaged or stolen at Berkshire South.

MEMBER RESPONSIBILITIES: Member is aware that Berkshire South Regional Community Center is an intergenerational facility open to a diverse population and will act respectfully toward all other members and guests. Member acknowledges that inappropriate actions by himself/herself, his/her family, or his/her guests could result in termination of membership. Further, Management of the Center may suspend or cancel the rights, privileges, or memberships of any Member whose actions are detrimental to the enjoyment of the Center facilities by other members, or for failure to comply with Center rules. Center Management may from time to time change the rules governing the operation of the Center, schedules of activities and hours of operation. Notice of these changes will be made available to Members through normal means of communication. Member assumes responsibility of checking individual areas of the Center for posted changes pertaining to his/her interests. Member is aware that any exercise program undertaken may create physical stress resulting in harmful effects. It is solely Member's responsibility to consult with a physician prior to commencing any exercise program, to remain under medical supervision if that is indicated and to seek medical assistance in the event of injury. Member recognizes that the use of exercise equipment and other facilities provided by Berkshire South carries some risk of accidental injury to himself/herself and others and agrees to use such equipment and facilities with due care. Member is obligated to pay contracted dues and fees regardless of whether they use the Center facilities.

INSUFFICIENT FUNDS, ARRERS AND DEFAULT: All checks and monthly payment plans that are returned with insufficient funds are subject to a fee: **Checks \$25 and EFT \$20.** Any unpaid balance beyond 60 days will result in membership termination. Member is required to pay the unpaid balance of dues under this contract, all Center charges and costs of collections, including reasonable attorney's fees.

FREEZE REQUESTS: Berkshire South may freeze your membership following receipt of a Freeze Request and appropriate documentation for a period of up to three months for the following reasons only: serious illness; injury or surgery; death in the family or family crisis. Only one year memberships may be frozen. No freezes will be considered retroactively.

CENTER EQUIPMENT, FACILITIES AND HOURS: No refund whatsoever will be given for equipment or facilities temporarily out of order. Community Center hours are subject to change based on seasonal demands and the Center may be closed for certain holidays, maintenance, repairs, emergencies, staff training, and the like. Members will have no claim against the Center for extending or providing additional credit for periods closed.

CONSUMER'S RIGHT TO CANCELLATION: This contract may be canceled without penalty or further obligation by completing and returning a Membership Cancellation Form within three (3) business days of the date of this contract to Berkshire South Regional Community Center. The Cancellation Form may be attained in person at the Front Desk of Berkshire South.

ADDITIONAL RIGHTS TO CANCELLATION: You or your estate may also cancel this contract for any of the following reasons: If upon a doctor's order you cannot physically or medically receive the services because of significant physical or medical disability for a period in excess of 3 months; in case of your death; if the health club services to be provided under this contract are not available because the seller fails to open a planned health club or location, or substantially changes the operation of a health club or location; if you move either your residence or your place of employment more than 25 miles away from any health club operated by the seller or a substantially similar health club which will accept the seller's obligations under the contract. Cancellation requests must be received in writing and delivered and postmarked by certified or registered mail to Berkshire South Regional Community Center. Return of any fees and dues paid is contingent upon full settlement of any outstanding charges. **Members paying through electronic funds transfer are required to provide the Community Center with thirty (30) days advance notice of cancellation or termination of this contract. Failure to provide appropriate notice will result in an additional month's dues being deducted from the account of record.**

PHOTO RELEASE: I understand that for promotional purposes the Center videotapes and/or takes photographs of program participants and facility users. I hereby release and permit the Center to utilize for said promotional purposes any videotapes and/or photographs of my child or me engaged in facility activities and/or general facility use.

MEMBER INITIALS _____

I have read the terms and conditions on the front and reverse side of this Agreement and with my signature indicate my agreement to the terms contained herein.

Signature of Primary Member: _____ **Date:** _____

Signature of Secondary Member: _____ **Date:** _____