



First for Women

WESLEYAN

MATHEWS ATHLETIC CENTER
MEMBERSHIP AGREEMENT

4760 Forsyth Road Macon, GA 31210 (800) 447-6610

You (the buyer) have seven business days to cancel this contract. To cancel, mail or hand-deliver a letter to the following address:

Mathews Athletic Center
At Wesleyan College
4760 Forsyth Road
Macon, Georgia 31210-4462

Do not sign this contract if there are any blank spaces above. In the event optional services are offered, be sure that any options you have not selected are lined through or that it is otherwise indicated that you have not selected these options. It is recommended that you send your cancellation notice by registered or certified mail, return receipt requested, in order to prove that you did cancel. If you do hand deliver your cancellation, be sure to get a signed statement from an official of the spa, acknowledging your cancellation.

To be effective, your cancellation must be post marked by midnight, or hand delivered by midnight on _____, and must include all contract forms, membership cards, and any and all other documents and evidence of membership previously delivered to you.

You (the buyer) may cancel this agreement within 30 days from the time you knew or should have known of any substantial change in the services or programs available at the time you joined. Substantial changes include, but are not limited to, changing from being coed to being exclusively for one sex or vice versa. To cancel, send written notice of your cancellation to the address provided in this contract for sending a notice of cancellation. The best way to cancel is by keeping a photocopy and sending the cancellation by registered or certified mail, return receipt requested.

Under this contract, no further payments shall be due to anyone, including any purchaser of any note associated with or contained in this contract, in the event the health spa at which the contract is entered into ceases operation and fails to offer an alternate location, substantially similar, within ten miles.

Notice

State law requires that we inform you that should you (the buyer) choose to pay for any part of this agreement in advance, be aware that you are paying for future services and may be risking loss of your money in the event this health spa ceases to conduct business. Health spas do not post a bond, and no other protections may be provided to you should you choose to pay in advance.

Signature: _____ Date: ____/____/_____
(mm/dd/yyyy)



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THIS MEMBERSHIP AGREEMENT (this "Agreement") is made and entered into on the date noted on the signature page of this document (the "Effective Date") by and between WESLEYAN COLLEGE D/B/A MATHEWS ATHLETIC CENTER, a Georgia non-profit corporation ("Wesleyan College Mathews Athletic Center") and the person whose name is listed under the heading "Member" on the signature page of this document (the "Member").

Membership Information

Member Name: _____

Additional Family Members: _____

Home/Cell Phone: (_____) _____ / (_____) _____

Address: _____

_____ Apart./House # _____

City: _____ State/Province: _____ Zip Code: _____

Email: _____ Date of Birth (mm/dd/yyyy): ____/____/____

Emergency Information

Contact: _____

Relationship to Member: _____

Emergency Phone: (_____) _____ or (_____) _____

Membership Type

Auto Decal: _____

H2U
Member #

- INDIVIDUAL
- FAMILY MEMBER
- ALUMNA INDIVIDUAL
- SENIOR CITIZEN
- CORPORATE INDIVIDUAL

Payment information for **prepaid** option

Your membership begins _____/_____/_____

The initial membership term is through _____/_____/_____

Your one-time registration fee \$ _____

Annual membership fee \$ _____

Total membership price \$ _____

Payment information for monthly installment option

Your membership begins _____/_____/_____

The initial membership term is through _____/_____/_____

Your one-time registration fee is \$ 25 _____

First month dues +\$ _____

Amount paid at registration =\$ _____

Balance due (_____ pmts of \$ _____ ea) + \$ _____

Total membership price* =\$ _____

*Total amount paid after all payments have been made as scheduled. Includes registration fee.



1. Term of Agreement. Unless sooner terminated as otherwise provided herein, the term of this agreement shall commence on the Effective Date and shall continue for the remainder of the enrollment month plus eleven (11) months. Unless otherwise provided herein, in the event of termination, member shall remain liable for all fees due under this agreement. Member must surrender his/her Member ID card upon the termination of this agreement.

2. Payment Provisions. Member may choose to pay the annual membership fee either in lump sum or in monthly installments. Checks and credit cards are the ONLY methods of payment accepted for Wesleyan College Mathews Fitness Center lump sum payment option of the annual membership fee.

3. Installment Option.

3.1 Administration Fee. If the member chooses to pay the membership fee in monthly installments, an administration fee for the privilege of purchasing the services of Wesleyan College Mathews Fitness Center in installments will be added to the annual membership fee and included in each monthly installment. Said fee shall amount to five percent (5%) of each monthly installment (rounded up to the nearest \$1 amount).

3.2 Electronic Funds Transfer. Bank draft is the ONLY acceptable method of paying the annual membership fee on a monthly installment basis. Members who choose to pay in installments must fill out the Electronic Funds Transfer Information form hereinafter. Electronic Funds Transfer ("EFT") will take place on the 5th day of each month. If the 5th is a bank holiday, the EFT will occur on the following business day.

ELECTRONIC FUNDS TRANSFER INFORMATION

1. Bank Name _____
2. Bank Address _____ City _____ State _____ Zip _____
3. Account # _____ Routing (ABA) # _____

3.3 EFT Rejection Policy. If the EFT is rejected by the Member's bank or similar financial institution, an EFT Rejection Fee of not more than Twenty Dollars and No/100 (\$20.00) or five percent (5%) of the face amount of the draft (whichever is greater) will be added to the unpaid balance on the Member's account. The Member is responsible for having the necessary funds available to cover the resulting EFT, which will include the original amount PLUS the rejection fee, and which will take place within ten (10) days of rejection. If the member does not have funds available to cover such EFTs they will be notified of default after the third (3) reject and will be subject to default action as described hereinafter in the Installment Note. If any Member's account results in three (3) or more EFT rejects due to insufficient funds within the contract year he/she will lose the privilege of the Installment Option and the balance due as well as all further memberships will require lump sum payment.

INSTALLMENT NOTE

I understand that I have signed hereunder a contract/note, which will be processed & collected by Wesleyan College, and that any future involvement I may have regarding the billing of this contract will be directly with Wesleyan College in writing at the address below. My failure to regularly attend and utilize Mathews Fitness Center facilities does not relieve me of the obligation, regardless of circumstances, to pay the installment note in full. I understand that, except as herein provided, my membership is non-cancelable. If paying in installments by EFT I agree to have the monthly installment amount available for draft by the fifth (5th) of the month, and if it is not available I agree to the rejection fee. I understand that neither Mathews Fitness Center nor Wesleyan College is, at any time, responsible for notifying me of my bank account status. I also agree to pay reasonable attorney fees, if referred for collection to an attorney not a salaried employee of Wesleyan College, and for the payment of all court costs arising from collection efforts.

For value received, I promise to pay to the order of Wesleyan College Mathews Fitness Center or its assigns the total amount of \$_____, payable in ___ consecutive monthly installments of \$_____ due on the 5th day of the month beginning _____ and each month thereafter, until the full amount is paid.

A service charge of not more than Twenty Dollars and No/100 (\$20) or five percent (5%) of the face amount (whichever is greater) of the check, draft, or order will be assessed for all rejected checks, credit cards, and EFT transfers, subject to appropriate state and federal laws.



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4. Notices and Disclaimers. The following Notices and Disclaimers apply to all Members:

4.1 Do not sign this before you read it or if it contains any blank spaces. You are entitled to an exact copy of the paper you sign.

4.2 Should you (the Member) choose to pay for any part of this Agreement in advance, be aware that you are paying for future services and may be risking the loss of your money in the event the facility ceases to conduct business.

4.3 Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods and services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

4.4 Death or Permanent Disability. If by reason of death or permanent disability, the Member named in this contract cannot continue to participate in activities at the Wesleyan College Mathews Fitness Center and the documented proof of such is forwarded to the Wesleyan College Mathews Fitness Center Wellness Coordinator, the financial obligation of the Member will be released in writing by Wesleyan College Mathews Fitness Center. Any pre-paid part of an unused Membership will be refunded in the percentage of the Membership that cannot be used. If a Member does not qualify under this clause then the Member is responsible for full payment of dues.

5. Member Relocation. A Member who relocates permanently beyond 35 miles from the Wesleyan College Mathews Fitness Center can cancel this agreement upon payment of a \$50 fee or 25% of the unpaid balance (whichever is greater). Relocation will be determined from the appearance of the Member on tax rolls of property as their primary residence, or a current utility bill (stating the service address) in the Member's name.

6. Rules and Regulations; Cancellation. Member agrees to follow the Policies and Procedures attached to this Agreement and incorporated herein by this reference. Any violation of these rules as determined in the sole discretion of Wesleyan College Mathews Fitness Center may be the cause for suspension or cancellation of membership.

7. Jurisdiction. To the fullest extent permitted by law, for the purposes of any dispute out of this Agreement, all parties hereto agree to submit to the sole and exclusive jurisdiction of the Superior Court of Bibb County, Georgia, and to the application of Georgia law.

8. Entire Agreement. The Member and Wesleyan College Mathews Fitness Center acknowledge that this Agreement constitutes their entire agreement. It cannot be amended except in written form executed by both parties.

9. Services. Wesleyan College Mathews Fitness Center reserves the right in its sole discretion to add to, delete, or change its regulations, policies, facilities, hours, classes, or services. Any such changes do not affect this contract or the agreed payment schedule, nor release the Member from any obligation under this contract except as previously stated in this agreement. The Member understands that during peak seasons the Center may appear crowded and that this will not be considered a valid reason to terminate this contract.

10. Address of Wesleyan College Mathews Fitness Center:

4760 Forsyth Road, Macon, GA 31210

Member Signature: _____ Date: ____/____/____

Witness: _____ Date: ____/____/____



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MAC Auto Decal Registration

- Please place decal in back window
- Parking places marked "visitor parking" are not to be used by H2U or MAC members.
- To park in a handicap parking place you must have a handicap placard displayed.
You cannot park next to a handicap ramp.
- No parking in the quad unless you have prior permission from Campus Police.
- Please lock your vehicle and lock all valuables in the trunk.

Name _____

Phone _____

Auto Make/Model/Color/Year _____

State/Tag# _____

Mathews Parking Decal # _____



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Mathews Athletic Center - Rules and Regulations

All users of the Mathews Athletic Center must scan their key card to enter the facility or sign the guest log at the front desk. SilverSneakers members must also scan their SilverSneakers membership card at the front desk after entrance. No members or guests can use Mathews Athletic Center without a signed liability release and waiver.

Please practice proper use of equipment and gym etiquette.

- Misuse of equipment can result in injury to the member and damage to the equipment. Do not drop the weights.
- Return all equipment to its proper place. Re-rack weights and dumbbells appropriately. Do not remove any equipment from the facility.
- Do not monopolize the equipment or sit/rest on machines. Allow others to "work-in between sets.
- Respect the 30 minute time limit on cardio equipment when other members are waiting.
- Place used towels in baskets located in locker rooms and the weight room. Please do not remove towels from the facility.

Please wipe down equipment before and after use.

- Paper towels and disinfectant spray are provided.
- Spray the paper towels with the disinfectant solution. Do not spray monitors, displays or electronic equipment directly.
- Wipe down all parts of the gym equipment that you would touch or that would come in contact with sweat or other bodily fluids.
- To allow the disinfectant proper time to work, let the surface completely dry before using equipment.

Lockers are provided for use by members.

- Members must provide their own lock when using lockers and notify the front desk which locker they are using.
- MAC/Wesleyan does not accept any responsibility for personal items left in lockers. Children under the age of 14 are not permitted in the weight room or on any equipment. Fitness instruction, equipment orientation, and personal training are to be conducted by Wesleyan College fitness trainers only.

Please put cell phones on silent/vibrate when using the facility.

- All phones must be turned OFF in yoga classes.
- Make/receive any calls in the lobby or outside.

Proper athletic attire must be worn at all times.

- Closed-toe athletic shoes must be worn unless attending a yoga class.
- Only shoes with non-marking soles are permitted on the dance/aerobic room floor.

Please keep all drinks in bottles with closed lids. Food is only allowed in the lobby.

Wesleyan College is a tobacco/smoke free campus.

For the safety and well being of all members and staff, please do not enter the facility if you are sick, have a fever or show signs of illness.



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Members not adhering to the rules and regulations of Mathews Athletic Center may be asked to leave the facility. Management reserves the right to terminate that person's membership.

Print Name _____

Address _____

City/Zip _____

Phone number _____

Email address _____

Key Card # _____

MAC Auto Decal # _____

Signature _____ Date _____



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WESLEYAN COLLEGE MATHEWS ATHLETIC CENTER LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE

This Release is executed by _____,
whose address is _____
with Wesleyan College ("Institution") and Wesleyan College Mathews Athletic Center ("Center").

1. I desire to utilize the facilities at the Wesleyan College Mathews Athletic Center which involves use of exercise equipment, exercise classes, and all other activities offered at, by, or through the Center.
2. I agree to abide by all rules and regulations, to use good personal health judgments, and practice proper safety skills at all times when on the Institution's property, which includes the Center.
3. I understand that I purchased a membership that provides me access during and outside of normal business hours. I understand that there is no onsite supervision or assistance during these hours. I understand that if I am injured there will not be on-site personnel to provide assistance. I understand that the on-site surveillance cameras are not regularly monitored and will not trigger any notification of my need for assistance. I acknowledge that I should always have a workout partner with me and members must be 14 years of age or older to use the equipment at Mathews Athletic Center.
4. I state that there are no health-related reasons or problems which preclude or restrict my participation in physical activity, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me. I understand that I should obtain a physical examination by a doctor prior to the use of any exercise equipment at the Center or participate in any exercise program or physical activity. I acknowledge that if I have a history of heart disease or disease subject to aggravation by exercise that I should contact a physician before using the facilities at the Center.
5. I fully understand and accept the dangers, hazards, and risks connected with any physical activity at the Center which include, but are not limited to, property damage, serious injury, illness (including illness due to communicable diseases), and even death.
6. Knowing the dangers, hazards, and risks connected with any physical activity, and in consideration of being permitted to participate in physical activity at the Center, on behalf of myself, my family, heirs, and personal representative(s), I, knowingly and willingly agree to assume all the risks and responsibilities surrounding my use of the Center and in advance release, waive, forever discharge, and covenant not to sue the Center, Institution, its governing board, officers, agents, employees, and any students acting as employees, and/or any affiliated companies or organizations and/or their respective agents and employees (hereafter called the "Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Releasees, or otherwise, while in, on, and/or upon the premises where the physical activity, or any adjunct to the physical activity, occurs or is being conducted.
7. I understand and agree that Releasees do not have medical personnel available at the location of the Center or on the Institution's campus. I understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. (Continued)

8. I further understand and acknowledge that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, that COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact, and that as a result, federal, state, and local governments and federal and state health agencies have made multiple recommendations to prevent transmission of this disease. The Center and the Institution have put in place preventative measures to reduce the spread of COVID-19; however, they cannot guarantee that persons using the Center will not become infected with COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by using the Center and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at or through the Center or the Institution may result from the actions, omissions, or negligence of myself and others, including but not limited to, Releasees. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my use of the Center ("COVID-19 Related Claims"). I hereby release, covenant not to sue, discharge, and hold harmless Releasees of and from the COVID-19 Related Claims including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any COVID-19 Related Claims based on the actions, omissions, or negligence Releasees, whether a COVID-19 infection occurs before, during, or after use of the Center.
9. In signing this Release, I acknowledge and represent that I have fully informed myself of the content of the foregoing Liability Release, Waiver, Discharge and Covenant Not to Sue by reading it before I sign it, and I understand that I sign this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I understand that the Institution does not require me to participate in physical activity at the Center, but I want to do so, despite the possible dangers and risks and despite this Release. I further state that I am at least eighteen (18) years of age and fully competent to sign this Agreement. This Release has no termination date.

IN WITNESS WHEREOF, I have executed this release this _____ day of _____, 20_____

**THIS IS A RELEASE OF LEGAL RIGHTS.
READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.**

PARTICIPANT:

WITNESS:

Signature

Signature

Printed Name

Printed Name

PARENT OR GUARDIAN ADDITIONAL AGREEMENT

(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless the Center and the Institution and its employees and representatives from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian

Print Name

Date