



MEMBERSHIP AGREEMENT

NAME _____

ARTICLE I. Membership

1. **Nature of Membership.** All memberships are mere licenses which shall permit the holders thereof the revocable right to use and enjoy the facilities of Treehouse Athletic Club (the "Club"), subject to the Rules and Regulations established from time to time by management. It is expressly agreed and understood that the holders of licenses in the form of memberships shall neither individually or collectively have any proprietary right or interest in or to any of the properties, assets, premises or any other thing or matter whatsoever in respect to the Club or its facilities or operation of the Club. Memberships are nontransferable. The terms of the membership are on a month-to-month basis unless dues are paid on an annual basis, in which event the membership term is annual for such period.

ARTICLE II. Membership Qualifications and Types

1. **Approval of Membership.** Subject to the age limits below, all Applications and Membership Agreements shall be on forms prescribed by the Club and be subject to payment of the required membership fees and the approval by the Club.
2. **Nondiscrimination.** It shall be the policy of the Club to accept applications for membership from any individual, family or business of good character and responsible background without regard to race, creed, color, age, sex, sexual orientation or national origin.
3. **Single Membership.** Any Individual, whether or not married, 18 years or older. (16 and 17 years old with written parental consent on an individual membership agreement)
4. **Double/Couple Membership.** Couple membership shall be defined as a husband and wife, or parent and dependent child 16 years of age or older residing with parent, or two individuals at least eighteen (18) years of age residing in the same household. The Club, at its sole discretion, may determine that any person residing with the family on a permanent basis may be considered a part of the family and therefore, entitled to membership rights under a couple membership. EACH MEMBER MUST SIGN AN INDIVIDUAL MEMBERSHIP AGREEMENT, OR HAVE ONE SIGNED BY HIS/HER PARENT OR GUARDIAN IF A MINOR.
5. **Family Membership.** Family membership shall be a membership for three or more persons defined as a husband, wife, and/or dependent children under the age of twenty-four (24) living with the parent(s). The Club, at its sole discretion, may determine that a person residing with the family on a permanent basis and under the age of twenty-four (24) may be considered a part of that family and therefore, entitled to membership rights under a family membership. EACH MEMBER MUST SIGN AN INDIVIDUAL MEMBERSHIP AGREEMENT, OR HAVE ONE SIGNED BY HIS/HER PARENT OR GUARDIAN IF A MINOR.
6. **Senior Single Membership.** Any person 60 years and older.
7. **Senior Double Membership.** Any two people, married or in a common household, 60 years and older. EACH MEMBER MUST SIGN AN INDIVIDUAL MEMBERSHIP AGREEMENT.
8. **Dependent Waiver.** A waiver form signed by the parent/guardian of an individual under the age of 18.

ARTICLE III. WAIVER OF LIABILITY AND COMMITMENT TO FOLLOW RULES.

THE CLUB SHALL NOT BE HELD RESPONSIBLE OR LIABLE TO ANY MEMBER OR GUESTS FOR INJURY TO PERSON OR DAMAGES OR LOSS OF PROPERTY FOR ANY REASON. THE UNDERSIGNED IS AWARE OF THE RISK OF PERSONAL INJURY TO HIMSELF/HERSELF AT TREEHOUSE ATHLETIC CLUB, PARTICULARLY WHEN UNDERTAKING SPORTS ACTIVITIES OR USING SPORTS EQUIPMENT. THE UNDERSIGNED VOLUNTARILY ASSUMES ALL RISK OF PERSONAL INJURY, PROPERTY LOSS OR DAMAGE AND/OR OTHER DAMAGES TO HIMSELF/HERSELF AND TO THIRD PARTIES RESULTING FROM OR IN ANY WAY ASSOCIATED WITH THE UNDERSIGNED'S ENTRY UPON THE CLUB'S PROPERTY AND/OR PARTICIPATION IN SPORTS AND OTHER ACTIVITIES SPONSORED OR ALLOWED BY THE CLUB, INCLUDING ANY HARM THAT MAY BE CAUSED BY OTHER PERSONS AND/OR THE CLUB. FURTHER, THE UNDERSIGNED HEREBY RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE CLUB AND ITS OWNERS, OFFICERS, AGENTS AND EMPLOYEES FROM EVERY CLAIM, LIABILITY, OR DEMAND, KNOWN OR UNKNOWN, OF ANY KIND OR ON ACCOUNT OF ANY PERSONAL INJURY, PROPERTY LOSS OR DAMAGE, OR OTHER DAMAGES TO ANY PERSON OR PROPERTY RESULTING FROM OR IN ANY WAY ASSOCIATED WITH THE UNDERSIGNED'S ENTRY UPON PROPERTY OF THE CLUB AND PARTICIPATION IN SAID ACTIVITIES, EVEN IF ARISING OUT OF NEGLIGENCE BY OTHER PERSONS OR BY THE CLUB. BY SIGNING BELOW I AGREE TO OBEY ALL RULES, INSTRUCTIONS AND DIRECTIONS FROM THE CLUB AND ITS PERSONNEL WHILE ON CLUB PROPERTY. I WILL USE MY BEST EFFORTS TO ASSIST THE CLUB IN THE ENFORCEMENT OF AND COMPLIANCE WITH SUCH RULES AND INSTRUCTIONS BY ALL OTHERS AT THE CLUB. I AGREE TO PAY FOR ANY DAMAGE I CAUSE TO THE CLUB OR ITS PROPERTY, OR RESULTING FROM MY COMING ON CLUB PROPERTY.

ARTICLE IV. Membership Fees, Dues, and Charges

1. **Membership Fees.** All members shall pay a one-time membership fee. This fee shall be fully refundable during the first three (3) days of the membership, after which it shall become nonrefundable. The amount, manner, and time of payment of membership fees shall be established by the Club and may be changed from time to time. Fees are subject to Utah State Sales Tax.
2. **Monthly Dues.** The Club shall, from time to time, determine the amount and terms of payment of monthly dues which shall be payable by the members. The obligation to pay dues is not dependent on the availability of all the Club's facilities. Repair or maintenance may make it necessary for the Club to restrict use of, or close, one or more of the facilities. The Club may be closed five consecutive days per year for annual repairs and maintenance. Prior to closing, the Club shall attempt to give not less than thirty (30) days prior notice to the members of the dates the Club will be closed. Dues will not be reduced or suspended during the time when one or more of the facilities are not available. Dues are subject to Utah State sales Tax.
3. **Annually Paid Dues.** Dues which are paid annually rather than monthly receive a 10% discount. No refunds will be given even if membership is cancelled. Annual Dues are subject to Utah State Sales Tax.
4. **Charges.** All members agree to pay timely all Club charges incurred by self, guests, or family members. In the event any amount is past due, use of club facilities shall be denied until all past due amounts are paid in full. The undersigned agrees to pay costs of collection of any past due amounts including reasonable attorneys fees and costs of collection, plus the late fee and interest described in Article V, paragraph 1 below.

ARTICLE V. Operating Policies

1. **Accounting.** For members not paying dues annually, dues will be billed on a monthly basis. Payment must be made either through EFT or acceptable credit card by the 1st of each month. If full payment is not made by the 10th of said month, a late fee of Ten Dollars (\$10) shall be charged to the account and interest at the rate of 10% per annum shall be charged on all unpaid amounts thereafter. For those paying dues annually, payment must be made no later than 10 days after the anniversary of the prior year payment, and if payment is not received by that time the same penalty and interest shall be charged as given above.
2. **Change of Membership Status.** Any alteration on a membership account must be completed prior to the 20th of the month to become effective by the first of the following month. A member must be current in all financial obligations and be prepared to return any membership cards related to the change of status. For each change of status, a change or upgrade fee will be applied to the member's account, as the same shall be established from time to time by the Club. Mandatory upgrades occur at the ages of 6, 24, and 27 years of age.
3. **Inactive Status/Medical Leave.** A member may request inactive status or medical leave should an injury or other need keep them from use of the club facilities. Inactive status may be for a minimum period of one (1) month and no longer than six (6) months, while medical leave shall be as long as the doctor prescribes. Written notice of intent to take inactive status must be submitted to the Club management for approval at least 10 days before the leave will go into effect. Medical leave requires a written release letter from the member's medical provider, which must be provided to the club within 10 days of issuance of such letter, and which will take effect the following month. During inactive status or medical leave no dues are required but there will be a service fee of fifteen dollars (\$15) assessed each month.
4. **Damages.** The person signing this membership shall be liable for damages to the Club's property for all damages due to willful or negligent acts or conduct by the member or persons for whom they are responsible.
5. **Closure or Partial Closure.** In the Club's discretion, club facilities may be closed or partially closed allowing only limited use by members at times when tournaments or other special activities are being held. Dues will not be suspended or reduced during the time when one or more of the facilities are not available. All individual items of equipment and services are subject to closure, change or deletion in the sole discretion of the Club. A valid membership card must be presented to the Front Desk, to gain entry to the Club.
6. **Use of Club.** Members must use good judgment and discretion at all times when using Club facilities, and may not take unnecessary risks. Members must not infringe upon the rights of other Club patrons. Members may only play music while on club premises through personal earphones. Members shall not engage in any acts of indecency or abuse while on Club premises, and are subject to removal from Club premises at all times by Club staff.
7. **House Rules.** All members and their guests are subject to the House Rules of the Club. Club management reserves the right to add to, amend, or delete the rules from time to time. Members must follow the instructions of Club staff at all times.
8. **Rules not Inclusive.** The rules and regulations contained herein are not inclusive. Signs posted in the Club will serve as additional rules, as the same may be changed from time to time in the Club's discretion.
9. **Billing Statements.** Any member requesting a monthly billing shall be subject to a monthly twenty dollar (\$20) service charge.

ARTICLE VI. Termination of Membership

1. **Voluntary Termination/Cancellation.** A member who is current in all financial obligations to the Club may resign by submitting written notice to the management of his/her intention to do so, which resignation shall become effective thirty (30) days from the date written notification is received in the business office. Any dues owed for the following month that comes after the thirty (30) day notice will be charged on a pro-rated basis. Such voluntary resignation shall not be deemed effective until after the expiration of the notice period and receipt of the member's membership card(s), and after all required payments have been made by the member to the Club. YOU, THE CONSUMER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE ON WHICH THIS CONTRACT IS EXECUTED. If canceling within three (3) days of member's signature hereof, a full refund of membership fees will be given. Canceling a membership after the first three (3) days of membership is subject to the 30 day notice above. In such case no refund will be given, and cancellation shall result in a loss of all fees and service offers provided. No member may offset dues and outstanding charges against membership fees after the first three (3) days of membership. **To cancel this agreement, mail or deliver a signed and dated notice, or send a telegram which states that you are giving your 30 day notice that you are cancelling this agreement, or words of similar effect. Such notice shall be sent to: The Treehouse Athletic Club, 1101 East Draper Parkway, Draper, UT 84020.**
2. **Involuntary Termination.** The Club 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 any conduct the Club determines to be improper or in any way potentially detrimental to the best interests of the Club and/or its members. The terminated member will remain liable for all dues and other indebtedness outstanding through the date of termination. The membership of any member who is thirty (30) days in arrears with respect to the payment of his/her account to the Club may, at the option of the Club's management, be terminated.
3. **Suspension of Membership.** Failure to comply with all Rules and Regulations adopted by the Club may and can result in membership suspension.
4. **IN THE EVENT THE CLUB CLOSES AND ANOTHER CLUB FACILITY OPERATED BY THE SELLER OR ASSIGNS OF THE SELLER IS NOT AVAILABLE WITHIN A FIVE (5) MILE RADIUS OF THE CLOSED CLUB, SELLER WILL REFUND TO MEMBER A PRO RATA SHARE OF THE MEMBERSHIP DUES, BASED UPON THE UNUSED MEMBERSHIP TIME REMAINING.**

Initial: _____

Initial that you've read and understand the above and agree to the Waiver of Liability and Commitment to Follow the Rules

The undersigned states that he/she has read and understands the terms and conditions of this Membership Agreement, including the provisions on the reverse side hereof, agrees to be bound by such terms and conditions, and acknowledges that he/she received a copy of this Agreement.

Print Your Name _____

Sign Your Name _____ Date _____

Print the names of anyone age 17 and under that is on your membership
