

# SUPERIOR ATHLETIC CLUB

## POLICIES and PROCEDURES

*Superior Athletic Club* will be referenced as *the Club* in the remainder of this document.

**1. Membership Fees:** The fee structure at *the Club* consists of an initiation fee and monthly dues. *Member* may cancel *Member's* membership within three business days of signing the contract and request a full refund.

A. The initiation fee is a one time, non-refundable fee which must be paid at the time the membership starts. This fee is good for the entire continuous life of the membership. If a member cancels this membership, the initiation fee must be paid again to rejoin.

B. For *Member's* convenience, monthly statements for balances owing are sent out approximately mid-month. Payment is due in full by the first of the following month. Prompt payment is required and appreciated. *The Club* does not bill insurance.

C. **Credit/Collection:** *The Club* reserves the right to pursue all avenues of collection on delinquent accounts, including, without limitation the use of collection agencies and legal action. *Member* authorizes *the Club* to prepare and submit charge card slips using any charge card information provided by *Member* in order to recover all amounts due to *the Club* from *Member*, including, without limitation: 1) amounts due because of *Member's* failure to timely pay the balance due on *Member's* account; 2) amounts due because of *Member's* failure to notify *the Club*, in writing, of *Member's* desire to terminate or cancel a membership, or; 3) amounts past due because of *Member's* failure to notify *the Club* of an address change for statement mailing purposes. By signing the contract for membership, *Member* acknowledges and accepts full responsibility, and unconditionally, personally guarantees payment to *the Club* of all balances due on *Member's* account. When payment on *Member's* account is delinquent, in addition to all other rights and remedies, *the Club* may, at any time: 1) terminate *Member's* membership or 2) cancel charging privileges on *Member's* account. If suit or action is instituted to collect any amount due on *Member's* account or in connection with any controversy arising out of *Member's* membership, *Member* agrees to pay such costs including collection agency fees, court costs, and reasonable attorney fees, regardless of judgement.

D. Repairs and/or maintenance may restrict or temporarily close *the Club* or portions of, which will not reduce or suspend *Member's* obligation for payment of dues or create a basis for dues credit or cancellation.

E. Monthly dues are subject to change with a minimum of 30 days written notice.

F. *Member's* non-use of club facilities is not a basis for dues credit or cancellation.

**2. Membership Cards/Check In:** All members must present their valid membership card upon entering the club. Members without cards will be assessed a replacement card fee.

**3. Conversion:** Upgrading or downgrading a membership can be done at any time (although, downgrading requires a 30 day written notice). When *Member* wants to upgrade *Member's* membership from a single to a couple or family, or upgrade from a SAC II only membership to full (both clubs) membership, there will be an upgrade fee and the difference between the upgrade on current and billed dues will be charged to *Member's* account. If *Member* downgrades (for example: from a couple to a single) then upgrades again, *Member* will be charged another upgrade fee and any current or billed dues adjusted at that time.

**4. Medical Leave:** *Member* is allowed to put *Member's* membership on hold for medical reasons. A doctor's note stating when the medical hold starts and should end is required to do this. *Member* will need to notify *the Club*, in writing, with the required doctor's note and signature prior to the medical leave.

**5. Senior Leave of Absence:** Leave can be taken for those who have another residence out of the area. Leave is for a minimum of two months, but no longer than one year. There is a \$25.00 reinstatement fee upon return.

**6. Membership Termination:** *The Club* reserves the right at any time to terminate immediately any member for failure to comply with policies/procedures and rules and regulations adopted by *the Club* or conduct which is detrimental to the reputation of *the Club* or to the health and safety of the staff, or other members and guests. A *Member* wishing to cancel *Member's* membership can do so only with written notice on Club Cancellation Form and after any minimum time commitment for the membership is completed as noted on the membership contract. The terminated member shall remain liable for all membership dues and other indebtedness incurred prior to the receipt of the written cancellation request.

**7. Waiver of Claims:** It is expressly agreed that the use of *the Club* facilities, participation in club sponsored events, and transportation provided by *the Club* shall be undertaken by *Member* or guest at their own risk, and *the Club* directors, employees, and owners shall not be liable for any injuries incurred by facility usage or event participation in activities and the use of the facilities at *the Club*.

**8. Release of Liability:**

A. The undersigned recognizes that the use of the equipment and facilities of *the Club* involves a risk of physical injury including that caused by the negligence of *Member* or the *Club*, its agents, and employees. The undersigned hereby agrees to assume this risk of injury in its entirety regardless of the cause.

B. The undersigned hereby voluntarily and forever releases, discharges, waives, and relinquishes any and all actions, causes of action, or claims of personal injury, property damage or wrongful death occurring to *Member*, against *the Club*, its agents and employees arising out of *Member's* use of facilities. The undersigned further relinquishes an action, causes of action, or claims which may hereafter arise, and agrees that under no circumstances will *Member* present any claim for personal injury, property damage, or wrongful death against *the Club*, its agents and employees arising out of *Member's* use of the facilities.

C. The undersigned agrees that in the event of any claim for personal injury, property damage, or wrongful death to the undersigned is prosecuted against *the Club*, its agents or employees, *Member* shall indemnify and save harmless *the Club*, its agents or employees from any and all such claims and causes of action.

D. It is the intention of the undersigned, by this instrument, to exempt and relieve *the Club*, its agents and employees from liability for personal injury, property damage, or wrongful death caused by its negligence.

9. *The Club* reserves the right, at any time and without notice, to amend the Policies and Procedures of membership.

Date: \_\_\_\_\_

Member's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Parent Signature (if minor under 18): \_\_\_\_\_

Date: \_\_\_\_\_

Staff Signature: \_\_\_\_\_