



OFFICE USE ONLY

Membership Rep _____
Membership No. _____
Membership Type _____
Monthly Rate _____
Special Instructions _____
Reactivate Yes

Membership Application / Agreement

Name _____ Last First Employer/Title DOB: _____ Gender M F
Co-Applicant _____ Last First Employer/Title DOB: _____ Gender M F
Home Address _____ City/State/Zip _____
Business Address _____ City/State/Zip _____
Home Phone _____ Work Phone _____ Cell Phone _____
Email _____ Co-Applicant's Email _____

Membership Types Add-on Options Specialty Memberships Agreement Type
Payment Authorization
I hereby request and authorize Maryland Athletic Club (MAC) to charge my account via Electronic Funds Transfer on a monthly basis beginning the 1st of next month. The debit will consist of monthly dues plus any other club charges (if applicable) made by myself or other persons included in my membership until the cancellation of my membership is effective in accordance with the resignation policy detailed in the Terms and Conditions on the back of this Agreement. The authorization is extended by me to Maryland Athletic Club (MAC) and/or its authorized agents or firms engaged in the business of processing check and charge card debits.
1. Checking / Savings Account Name _____
 Attach voided check
2. Credit Card Number _____ Expiration _____
Date ____ / ____ / ____ Signature _____
Credit Card / Bank Account Holder

CANCELLATION RIGHT

MARYLAND ATHLETIC CLUB (MAC) MONEY BACK GUARANTEE: MAC EXTENDS A FOURTEEN (14) DAY TRIAL PERIOD WITH A FULL REFUND. THIS REFUND DOES NOT APPLY TO AMOUNTS OWED BY MEMBER TO MAC UNDER ANY OTHER MEMBERSHIP APPLICATION OR AGREEMENT. THE 14 DAYS INCLUDE THE DATE ON THIS AGREEMENT. YOU MAY RESCIND THIS AGREEMENT BY SENDING WRITTEN NOTICE TO MARYLAND ATHLETIC CLUB (MAC) THAT YOU ARE EXERCISING YOUR RIGHT TO RESCIND BY FACSIMILE TRANSMITTAL, MAIL, EMAIL HAND DELIVERY OR COMPLETING A MEMBERSHIP CANCELLATION FORM AT THE CLUB . A NOTICE IS DEEMED DELIVERED ON THE DATE POSTMARKED IF MAILED, ON THE DATE DELIVERED IF BY HAND DELIVERY, FACSIMILE OR EMAIL. IF YOU PROPERLY EXERCISE YOUR RIGHT TO RESCIND WITHIN 14 DAYS (NOT LATER THAN 5PM) OF _____ (DATE), YOU WILL BE ENTITLED TO A REFUND OF ALL PAYMENTS MADE PURSUANT TO THIS MEMBERSHIP APPLICATION.

EACH OF THE UNDERSIGNED MEMBERS ACKNOWLEDGES RECEIPT OF THE FOREGOING NOTICE AND COPIES HEREOF: I have read and understand this agreement along with the terms and conditions contained on both sides of this document and will abide by the rules and regulations of Maryland Athletic Club (MAC). In addition, I understand that the primary member represents all members and accepts all responsibility on the account and that all memberships are non-transferable and non-assignable to another individual. By signing this document or sending this by facsimile, I do intend it to be my legally binding and valid signature on this agreement as if it were an original signature.

FEES AND DUES

Enrollment/Initiation Fee: To establish and qualify for membership, Member agrees to pay a one-time enrollment and/or initiation fee. Enrollment/initiation fees are non-refundable except as explained below. All memberships are non-proprietary and non-voting.

Monthly Dues: for the membership selected are listed in the Monthly Recurring Dues Section and may be revised with 30 days written notice to member. All members must provide Electronic Funds Transfer information required below. In the event we are unable to collect payments electronically, the member will be notified and payment must be made by other means, no later than the last day of the month in order to maintain membership privileges. If payment is not received prior to next billing date, a \$15 fee will be assessed to the next billing cycle.

NOTICE ON CONSUMER RIGHTS

- 1. Our business' registration number with the State's Consumer Protection Division is B-3432.
2. We are not required to carry a performance bond under the Maryland Health Club Services law because we do not accept more than three months' payment in advance or charge initiation fees over \$200.
3. If the Club is closed for a month or more, you are entitled to your choice of either an extension of this Agreement or a prorated refund. If the closing is not the fault of the business, we are entitled to choose.
4. You have the right to cancel this Agreement within three business days after receipt of a copy of this Agreement. Cancellation must be in writing, and delivered in person or by certified or registered mail. If you cancel during this timeframe, you are entitled to a full refund of all monies paid.
5. If you become disabled for at least 3 months during the membership term, and the disability is confirmed in writing by a physician, you are entitled to an extension of this Agreement. Since we are exempt from the bonding requirement, we cannot collect payments during a member's disability extension so that we are not holding more than three months' payment in advance.

Primary Member's Signature: _____ Date: ____ / ____ / ____

Co-Applicant Signature: _____ Date: ____ / ____ / ____

Membership Representative (print): _____ Signature: _____ Date: ____ / ____ / ____

TERMS AND CONDITIONS OF MEMBERSHIP

1. PROVISIONS. The types of Memberships available, applicable fees, suspension and expulsion of members and all other matters affecting or relating to the members or memberships shall be under the sole control of management. It shall be the policy of The MAC at Harbor East (the "Club") to accept applications for membership from any individual, couple, family or business of good character and responsible credit background without regard to race, color, creed, sex, religion or national origin, nor shall any aspect of such matters ever be made a condition of membership.

The Club will provide a fully equipped Health Club; however, the Club and related facilities may be unavailable during a period of repair and maintenance or special events, programs or private parties, or by Management's schedule for these events. **In order to keep the facility in the best possible condition, the Club may be closed for 1 week annually for repairs and renovations. "Maintenance Week" will be scheduled and announced with not less than 30 Days notice each year. There will be no adjustment in dues for this period of closure.**

2. MEMBER'S HEALTH WARRANTY. The Member warrants and represents that the member or any family member or guest entitled to use the facilities of the Club under the terms of membership, has no disability, impairment, or ailment preventing him/her from engaging in active or passive exercise, or that will be detrimental or adverse to such person's health, safety, or physical condition if he/she does so engage or participate. The Member acknowledges and agrees that: 1) the Club will rely on the foregoing in issuing the membership. 2) the Club shall have no obligation to perform a fitness assessment or similar testing to determine the physical condition of any Member or guest. 3) if any fitness assessment or similar testing is performed by the Club, it is solely for the purpose of providing comparative data with which the Member can track progress in a program and is not for diagnostic purposes. 4) the Club shall not be subject to any claim, demand, or injury whatsoever on account of the Club's evaluation or interpretation of such fitness assessment or similar testing. 5) the Club shall not be liable for any injury arising out of the Member's disability, impairment or ailment preventing him/her from engaging in active or passive exercise, or that would be detrimental or adverse to such person's health, safety or physical condition if he/she does so engage or participate. Each Member and guest should be aware of his/her medical history and should consult with a physician prior to engaging exercise or continuing to exercise if a medical condition appears or appears to be developing.

3. LIABILITY AND WAIVER OF LIABILITY. Each Member of the Club shall be liable for any property damage and/or personal injury (caused by the Member, Member's family or guest or any other person accompanying the Member) at the Club or any activity or function operated, arranged or sponsored by the Club. It shall be the obligation of the Primary Member to pay for any costs involved upon presentation of a statement thereof. Any and all use of the Club facilities, or participation in, the Club and in any activities operated, arranged or sponsored by the Club either on or off of the Club's premises by the Member, Member's family or guest(s) shall be AT SUCH PERSON'S OWN RISK, and the Club shall not be liable for any injuries or damage to such person, or the property of such person, or be subject to any claim, demand, injury or damages. The Member individually, and on behalf of the Member's personal representative, heirs, administrators, assigns and successors does hereby expressly forever release and discharge the Club, its successors, assigns and related Clubs, as well as its officers, agents and employees from all such claims, demands, actions or causes of action.

4. SUSPENSION/TERMINATION OF MEMBERSHIP BY MANAGEMENT. Management has the right to suspend and/or terminate any membership for non-payment of dues or fees, or for behavior inimical to the enjoyment of the Club by other Members, or for any reason deemed sufficient in the sole discretion of Management. Upon obtaining actual knowledge of a sexual offense charge or a conviction for sexual offense of any Member or guest, the Club shall suspend access to and use of the Club and all related facilities pending resolution of the charge.

5. MEMBERSHIP RENEWAL/MEMBERSHIP TERMINATION

a) The term of Membership is for a period of time stated on the Agreement Type section of this agreement (the "Term").

b) As to month-to-month memberships, I understand that I am committing to a minimum three (3) month membership. The three (3) month period commences on the 1st of the month following the date the membership begins. After fulfilling my minimum three (3) month membership commitment, I understand that the membership may be cancelled at any time by Member per the cancellation terms stated in number four (4) below. Dues may increase at anytime with a one month notice. **INITIAL _____**

c) As to one year memberships, as long as a Member is in good standing, the **MEMBERSHIP WILL AUTOMATICALLY CONTINUE AFTER THE TERM ON A MONTH-TO-MONTH BASIS** until terminated by Member per the cancellation terms stated in number four (4) below. I understand that I am committing to a minimum three (3) month membership. The three (3) month period commences on the 1st of the month following the date the membership begins. Member acknowledges that in order to be relieved of the agreement terms, the balance of the dues owed for the remaining months of the agreement must be paid in full. Special consideration can be made if cause for cancellation is based on a medical contingency and written authorization from a doctor is received; or if a member moves 30 miles or more away from the Club with proof of new residency. Any Leave of Absence taken during the initial term of this agreement will extend the commitment by the number of months the member's account in on Leave of Absence. Rate for Student/Young Professional memberships will only be honored through the current maximum age for this type of membership regardless of whether the initial term of this agreement has expired or not. **INITIAL _____**

d) To terminate a Membership after the Term, a Member must provide the Club at least one (1) month written notice to MAC Harbor East. Cancellation shall be effective on the 1st of the month that is at least one (1) month after the date the notice is delivered. (e.g. a cancellation notice received by the Club on March 31 shall terminate the Membership effective May 1; a cancellation notice received by the Club on April 1 shall terminate the Membership effective June 1), and (2) full payment for any unpaid dues or indebtedness incurred prior to the termination date. Notice can be provided by first class mail (Certified with Return Receipt Recommended), personal delivery of cancellation form at the club (Obtaining a copy from Club Personnel Recommended), and facsimile transmission of cancellation form to 303-813-4197. **INITIAL _____**

e) IN THE EVENT OF A LAPSE IN MEMBERSHIP, THE MEMBER MUST PAY THE THEN-CURRENT INITIATION FEE IN FULL AND ANY BACK DUES OWED IN ORDER TO REJOIN THE CLUB.

f) "Paid-in-Full" memberships, initiation fees, monthly dues and other payments are NON-REFUNDABLE except in cases of relocation, injury or illness, or as set forth in the Notice of Consumer Rights.

g) A Member who moves 30 miles or more from the Club and provides proof of new residence can cancel their Membership by written notice effective as of the last day of the calendar month that ends at least one month after the Club receives such notice and returning their membership card(s). This Membership may also be terminated as set forth in the Notice of Consumer Rights.

6. LEAVE OF ABSENCES/UPGRADES/DOWNGRADES

a) This Membership may be put on a Leave of Absence (LOA). LOA requests must be in writing and submitted by the last day of the month for the LOA to be effective the following month. LOA must state the leave and return date. There is a monthly charge for accounts in LOA (exceptions for medical LOAs may be approved for no charge with proper medical documentation). There will be no retroaction or partial month adjustments. A medical LOA must be accompanied by a doctor's note. If member chooses to cancel their membership while on a LOA, the membership is reinstated, full dues will be charged for the final month of membership and the cancellation policy takes effect. An LOA extends any memberships in an Extended Plan by the number of months the membership is in a LOA status.

b) Requests for upgrades/downgrades of membership must be made in writing. Upgrades will be effective immediately unless otherwise requested. Requests for downgrades must be submitted by the last day of the month for the downgrade to be effective for the following month. Primary Member's signature is required for all changes. Proof of eligibility/residency to upgrade/add members is required.

7. RULES AND REGULATIONS.

a) All Members and family Members must check in at the Reception desk, presenting their membership card or I.D. number prior to using the facilities.

b) Family Members added to this Agreement must provide a copy of a current driver's license or government issued I.D.

c) For security reasons, all members are required to have photo taken and stored in the MAC membership data base.

d) All Members are expected to wear proper attire when using the Club. Shirts must be worn at all times.

e) There will be no smoking in any part of the facility by any person.

f) On all questions concerning the content or construction of Member rules and regulations, the decision of Management shall be final.

g) Member agrees to abide by all membership rules and regulations of the Club which may be posted at the Club, issued orally or published, and which may be amended from time to time, at Management's sole discretion.

8. CHANGES IN MEMBERSHIP TYPE. Any change to membership may be subject to an administrative fee. Changes in membership type are also subject to availability and payment of any applicable difference in fees. Changes in Membership type or billing require a minimum of 5 days' notice prior to the monthly bill date of the requested change.

9. UNPAID BALANCES. For all past due balances, Management reserves the right to:

a) collect the current and past due balance.

b) suspend and/or terminate membership privileges.

c) recover from Member(s) any collection fees, court costs, and reasonable attorney's fees agreed to be 40% of the entire balance due and owing.

d) collect a service fee of \$25.00 for any check or draft payable to the Club which is not honored.

10. CHANGE OF ADDRESS AND CORRESPONDENCE. All members must notify the Club of any changes in address, phone, name or Electronic Funds Transfer information. Failing such notice, all communications shall be presumed to have been received within 5 days after mailing. Address all correspondence to: MAC at Harbor East, LLC, 6140 Greenwood Plaza Blvd., Greenwood Village, CO 80111.

11. PERSONAL AND CLUB PROPERTY. MEMBERS ARE URGED TO AVOID BRINGING VALUABLES ONTO CLUB PREMISES. ATHLETIC ATTIRE OR OTHER PERSONAL ARTICLES ARE NOT TO BE LEFT IN THE CLUB OVERNIGHT. MANAGEMENT, ITS AFFILIATES, AGENTS OR EMPLOYEES, SHALL NOT BE LIABLE FOR LOSS, THEFT OR DAMAGE TO PERSONAL PROPERTY OF MEMBERS OR GUESTS.

12. WAIVER AND RELEASE OF THEFT/PROPERTY DAMAGE - I hereby acknowledge and recognize that I am responsible to protect against theft or damage to any of my or my Guests' personal property while using the MAC's facilities and that MAC has advised me not to bring any valuables to MAC's facilities. I waive and release MAC from any and all claims, damages, or responsibility relating to the theft of or damage to my or my Guests personal property at MAC's facilities, including without limitation, any belongings left by me in a locker, the locker room, or other MAC facilities, or theft or damage to any automobiles or personal property in the club's parking lot.

13. CORPORATE MEMBERS REGULATIONS

1. Corporate members must be a W-2 paid employee or associate of a firm or approved organization that has a corporate membership with MAC, unless otherwise agreed to in writing. MAC must be notified immediately of any change in employment status.

2. Discounts on monthly dues may change in accordance with the number or employees of the corporate firm who belong to MAC. I understand I will lose my corporate discount and will be readjusted to regular rates if my employer drops below the minimum required number of participating employees for them to be eligible in the corporate discount program.

3. It is the member's responsibility to notify MAC of any change in employment status. I understand that I will be assessed appropriate monthly fees should I leave the above corporation/organization, or the corporation/organization drops its corporate membership.

4. Proof of employment must be provided to obtain the corporate discount.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire and exclusive membership Agreement between the parties. Any promises, representation, understanding, oral or written, pertaining directly or indirectly to the agreement which are not contained herein, are hereby waived. This agreement may be modified only by an instrument, in writing, signed by all parties. **EMPLOYEES ARE NOT AUTHORIZED TO MAKE ANY INDEPENDENT AGREEMENT WITH ANY MEMBER.**

I/We have read and agree to each of the above stated "Terms and Conditions of Membership":

Applicants Signature

Date

Co-Applicants Signature

Date