

MEMBERSHIP APPLICATION

OAKLAND ATHLETIC CLUB of Birmingham

Name \_\_\_\_\_ Birth Date \_\_\_\_\_ Drivers License # \_\_\_\_\_
First Last

Social Security # \_\_\_\_\_ Home Phone ( ) \_\_\_\_\_ E-mail address \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Employer \_\_\_\_\_ Occupation/Title \_\_\_\_\_ Business Phone ( ) \_\_\_\_\_

Spouse \_\_\_\_\_ Birth Date \_\_\_\_\_ Driver's License # \_\_\_\_\_
First Last

Social Security # \_\_\_\_\_ Home Phone ( ) \_\_\_\_\_ E-mail address \_\_\_\_\_

Employer \_\_\_\_\_ Occupation/Title \_\_\_\_\_ Business Phone ( ) \_\_\_\_\_

Person to notify in case of emergency \_\_\_\_\_ Phone \_\_\_\_\_

The term of this contract is one year. This contract will automatically renew each year without notice, on the "Anniversary Date", unless written notice of cancellation is received by you or the club at least thirty (30) days prior to the anniversary date. The notice must be date, signed and sent certified mail.

In this Application and Agreement, the terms, "Applicant", "you" and "member" mean anyone signing below as an "Applicant" or as a "Spouse". Each Applicant agrees that the obligations of this agreement are joint and several. Membership is subject to approval by the Oakland Athletic Club (the "Club") and shall be effective only when this Application is accepted by the Club. The undersigned states that he/she has read and understands the General Terms and Conditions of this Agreement on the front and back, agrees to be bound by such Terms and Conditions, and acknowledges that he/she has received a copy of this Agreement. Acceptance and approval by the Oakland Athletic Club constitutes a contract between the parties granting the Applicant all rights and privileges afforded a Club Member under the current Terms and Condition, Rules and Regulations of the Oakland Athletic Club, which may be amended from time to time at the Club's option.

NOTICE TO APPLICANT: PLEASE READ ! By signing this Application and Agreement you agree that (1) to the best of your knowledge, everything you state on this application is accurate; (2) the Club may retain this Application whether or not it is approved; (3) the Club is authorized to check your references and your credit history, to verify any information you have provided in this application, and to answer any inquiries about the Club's credit experience with you; (4) the Club is authorized to order a consumer report about you in connection with this Application, updates and renewals of this Application, and any further extensions of credit; (5) the Club has the right to debit the Charge Card listed in this Agreement for any amounts due the Club more than 60 days.

THE "ANNIVERSARY DATE" OF THIS AGREEMENT IS \_\_\_\_\_

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_ Spouse's Signature \_\_\_\_\_ Date \_\_\_\_\_

Credit Card Authorization: I/We authorize and direct Oakland Athletic Club to charge my/our credit card account indicated below of payment, monthly dues or other unpaid charges.

Applicant Signature \_\_\_\_\_ Spouse Signature \_\_\_\_\_

Credit Card Type \_\_\_\_\_ Acct. No. \_\_\_\_\_ Exp. Date \_\_\_\_\_
(Visa, MC, AE or Disc)

Billing Address: \_\_\_\_\_
Street City State Zip

(Billing address is the same address in which you receive your monthly credit card statement.)

OAKLAND ATHLETIC CLUB OFFICE USE ONLY

Individual Couple Adult Student Active Adult Membership Start Date \_\_\_\_\_

IF Dues Prorated dues current month Locker rental Laundry service Fitness Evaluation

Cash Check Credit Card Notes: \_\_\_\_\_

Members Services Representative \_\_\_\_\_ Date \_\_\_\_\_

**OAKLAND ATHLETIC CLUB (The "Club")**  
**GENERAL TERMS AND CONDITIONS OF CLUB MEMBERSHIP**

- **USE OF THE FACILITY.** The Membership entitles the member to the use of the Club's facilities in accordance with these Terms and Conditions and with the Club's Rules and Regulations. Membership does not constitute any ownership interest or voice in the management of the club. Club Rules and Regulations may be amended without notice by the Club at the sole discretion of the Club. The Club, may, at its option, supply and charge additionally for locker rental, laundry services, personal training, massage and other programs. Charges, dues, facilities, equipment, locations, hours, service, etc. are subject to change, without notice, at the sole discretion of the Club.
- **MEMBERSHIP FEES AND DUES.** Membership fees and dues are not refundable. The liability for dues continues until fully paid. The member shall be relieved of his/her obligations to make payment herein agreed to and no deduction or allowance from any said payments shall be made by reason of absence, withdrawal or physical condition of the Member, or by reason of the Member's failure to use the facilities.

On the first January following a Student's 25th birthday or an Active Adult's 60<sup>th</sup> birthday the dues will automatically go the Adult and Active Adult rate then in effect. There will be no advance notice of this rate change.

The Club, at its option, may increase dues from time to time. Members will be notified at least 60 days prior to any increase in Club dues. Repairs, improvements, emergencies, etc. may require the restriction or closing of either some areas of the Club or the entire Club from time to time. Dues will not be suspended or refunded during the time when certain facilities are not available. Oakland Athletic Club will make reasonable efforts to assure that all areas of the Club are in suitable operating condition at all times.

- **SUSPENSION OR TERMINATION OF MEMBERSHIP.** Management has the right to immediately suspend and/or terminate any membership for non-payment of dues or any unpaid fees, Club Rules and Regulations violation, or for behavior affecting the enjoyment of the Club by other members.
- **MEMBER'S RISK.** A member understands that although the Club's facilities, equipment, services and programs are designed to provide a safe level of beneficial exercise and enjoyment, there is an inherent risk that use of such facilities, equipment, services and programs may result in injury to member. **Member specifically assumes all risk of injury while using any of the Club's facilities, equipment, services and programs.** \_\_\_\_\_ Initial Here
- **MEMBER'S WAIVER OF LIABILITY.** Member agrees Club shall not be liable for any injuries or any damage to any member or guest, or be subject to any claim, demand; injury or damages whatsoever, including, without limitation, those damages resulting from acts of active or passive negligence; or any other action or inaction on the part of the Club, its owners, officers, employees or agents. The member, for himself, or herself, and on behalf of his or her personal representatives, executors, administrators and assigns, does hereby expressly forever release and discharge Club, its successors and assigns, as well as its owners, officers, employees or agents, for all such claim, demands injuries, damages, actions or cause of action.  
\_\_\_\_\_ Initial Here
- **MEMBER'S VALUABLES.** The Club is **NOT** responsible for personal property lost or stolen from Club premises or damaged upon the Club premises. Club personnel are **NOT** authorized to accept such property for safekeeping. Club also shall **NOT** be liable for loss or damage to any other property of members or their guests, including their automobiles and contents therein. \_\_\_\_\_ Initial Here
- **IDENTIFICATION CARDS.** Identification cards are solely for the use of members and must be presented each time the Member visits the facility. Identification cards are not transferable. If presented by non-members, cards may be confiscated. In the event that a Member's card is lost, stolen or destroyed, the Club may require payment of a service fee before issuing a replacement card.
- **ENTIRE AGREEMENT.** Member acknowledges that any benefits from membership are dependent on the Member's own efforts and the Club has not made claims as to medical results. Member acknowledges that Member is not relying on oral representation in entering into this Membership Agreement and this Membership Agreement constitutes the entire agreement between Member and the Club.

**NOTICE TO PURCHASER (The Member).** You are entitled to cancel this agreement without penalty or obligation for any reason within 3 business days from the date you sign this Agreement. Any payments made by you shall be returned within 10 business days following receipt by the Seller (the Club). If mailed, it may be postmarked before midnight of the third business day after you sign the Agreement. Deliver or mail the notice.

Date Signed: \_\_\_\_\_ Last Cancellation Date: \_\_\_\_\_