



FOR OFFICE USE ONLY					
MEMBERSHIP #					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Westlake Membership Application

EFFECTIVE 3/1/19

Member's Name \_\_\_\_\_

Email Address \_\_\_\_\_

Additional Adult Member (22 yrs.+)

\_\_\_\_\_

Email Address \_\_\_\_\_

Home Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Home Telephone ( \_\_\_\_\_ ) \_\_\_\_\_

Employer \_\_\_\_\_

Mobile Telephone ( \_\_\_\_\_ ) \_\_\_\_\_

Member's Birth Date \_\_\_\_\_

Additional Adult Member's Birth Date \_\_\_\_\_

How did you hear about us? (Check all that apply)

TV  Radio  Billboard

Online  Social Media Friend: \_\_\_\_\_

Direct Mail  Print Ad Other: \_\_\_\_\_

### MEMBER TYPE

Individual  Household

Includes up to (2) dependents 14 and under. Children must be 21 years of age or younger and live at the same address as above.

Name	Date of Birth
_____	_____
_____	_____
_____	_____

Initiation Fee Paid By	Monthly Dues Payment
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Check/Cash  Year in advance

Visa/MC/Discover/AmEx  Bank Draft

Visa/MC/Discover/AmEx

Corporate: \_\_\_\_\_

Amt. Pd. \$ \_\_\_\_\_ Amt. Pd. \$ \_\_\_\_\_

Date Received \_\_\_\_\_ Received by \_\_\_\_\_

### MEMBERSHIP CONTRACT

IN CONSIDERATION of payment of the fees described herein, Carilion Wellness hereby grants to Member the right to use all facilities and participate in all programs offered by Carilion Wellness under the following terms and conditions:

- Terms.** The Contract shall run for a term of one year beginning on \_\_\_\_\_. The Contract shall end on \_\_\_\_\_ (one year from begin date), but may be cancelled at the end of any month; and will renew monthly until cancelled in writing (see section 7 "Termination").  
\_\_\_\_\_ (Initials)
- Initiation Fee.** An initiation fee of \$ \_\_\_\_ shall be paid upon signing of this Contract. A portion of this initiation fee will be refunded to the Member if this Contract is cancelled or terminated pursuant to this Contract during the first one-year term.
- Membership Fee.** Monthly membership fees shall be \$ \_\_\_\_ per month, due on the \_\_\_\_ day of each month.
- Increase In Membership Fees.** Monthly fees may be increased from time to time by Carilion Wellness upon written notice to the Member's last known address. It shall be the responsibility of the Member to inform Carilion Wellness of any change in address.
- Suspension of Membership Fees.** Member may request a suspension of membership fees according to the following conditions:
  - A request for suspended membership must be in writing, addressed to the attention of Carilion Wellness Management.
  - A request for suspended membership will be honored for medical reasons and extenuating circumstances only as determined by the Carilion Wellness management.
  - A fee may be charged for reinstatement of a suspended membership.
  - Carilion Wellness will retain possession of the Member's identification card during the suspension of membership, and until any proper reinstatement charge is received.
- Expulsion.** Carilion Wellness may, in its sole discretion, expel -- temporarily or permanently -- any Member found by it to be in violation of any rule or regulation of Carilion Wellness, as well as for any conduct which, in the opinion of the Carilion Wellness Management, interferes with the operation and good order of Carilion Wellness or the welfare of its members.
- Termination.** Notwithstanding any of the other provisions herein, Member may terminate his membership at any time. However, the following rules apply:
  - Membership termination must be in writing and accompanied by the Member's membership keytag to be considered valid. Letters of resignation should be addressed to the attention of the Accountant.
  - Members will continue to be billed until all keytags and termination letter are received by Carilion Wellness.

- Termination shall be deemed to occur the last day of the month in which the termination notice is received by Carilion Wellness.
  - To rejoin Carilion Wellness, a terminated member must pay a reinstatement fee.
  - Termination fee is \$25 or equal to the amount of prorated initiation fee refund (which ever is more advantageous to member.)  
\_\_\_\_\_ (Initials)
- BUYER'S RIGHT TO CANCEL.** If Member wishes to cancel this Contract, he may cancel by making or delivering written notice to Carilion Wellness. The notice must say that the Member does not wish to be bound by the Contract and must be delivered or mailed before midnight of the third business day after signing this Contract. This notice must be delivered or mailed to Carilion Wellness at 157 Westlake Road, Hardy, VA 24101, Attention: Management. If cancelled within three business days, the Member will be entitled to a refund of all monies paid. Member may also cancel this Contract if Carilion Wellness goes out of business or relocates and fails to provide comparable alternate facilities within five driving miles of the location designated in this Contract. The Contract may be cancelled if the Member become physically unable to use a substantial portion of the services for 30 or more consecutive days, and Member's estate may cancel in the event of Member's death. If the Member becomes physically unable to use a substantial portion of the Carilion Wellness services for 30 or more consecutive days and wishes to cancel this Contract, he must provide Carilion Wellness with a signed statement from his doctor, physician's assistant or nurse practitioner verifying that he is physically unable to use a substantial portion of the Carilion Wellness services for 30 or more consecutive days. Upon receipt of notice of the Member's intent to cancel, Carilion Wellness shall refund to the Member funds paid or accepted in payment of the contract in an amount computed as prescribed in § 59.1 – 297.1. In the case of disability, Carilion Wellness may require the Member to submit to a physical examination by a doctor or nurse practitioner agreeable to the Member and Carilion Wellness within 30 days of receipt of notice of the Member's intent to cancel. The cost of the examination shall be borne by Carilion Wellness. If Member cancels after the three business days, Carilion Wellness may retain or collect a portion of the contract price equal to the proportionate value of the services or use of the facilities he has already received. Any refund due to the Member shall be paid within 30 days of the effective date of cancellation.

**NOTICE: ANY HOLDER OF THIS CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR (MEMBER) COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES (CARILION WELLNESS) OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

- Waiver.** Member understands and agrees that voluntary participation in various types and levels of physical fitness activities, if done improperly or in excess, may result in harm or injury. In participating in such activities at Carilion Wellness, Member assumes all responsibility for his actions and the actions of all persons covered by this Contract and agrees that all activities shall be performed pursuant to the direction of Carilion Wellness personnel, and in accordance with the rules, regulations, and policies of Carilion Wellness, in force during the term of this membership. Member releases on behalf of Member, his heirs, successors, and assigns, Carilion Wellness from all responsibility, liability, claims, demands, or cause of actions relating to or deriving from the presence of Member or other persons covered by this Contract on the Carilion Wellness premises or participation in any activities directly or indirectly related to his Carilion Wellness membership.
- Member agrees, on behalf of Member and all persons covered by this Contract, to abide by the Carilion Wellness rules and regulations as issued and as may from time to time be amended, by all posted notices, and by the direction of the Carilion Wellness personnel.
- It is understood and agreed that all members over the age of 18 must sign this Contract. Any person covered by this Contract who turns 18 after the initial signing of this Contract must sign this Contract within 30 days after becoming 18. Failure to do so may result in suspension of the Carilion Wellness membership.
- Member agrees to present membership card or key tag at the front desk every time Carilion Wellness is used. Failure to do so may result in denial of entrance.
- Member should attempt to resolve any complaint that he has with Carilion Wellness. The Virginia Department of Agriculture and Consumer Services regulates health clubs in the Commonwealth pursuant to the provisions of the Virginia Health Club Act.
- Guest Policy.** A member may bring a guest and pay the guest fee; or if the member contacts front desk 24 hours before the visit, a free pass may be issued to those age 15 and older. No guest may use the facilities more than once in a 30-day period.  
\_\_\_\_\_ (Initials)
- Children's Policies.** See information sheets with complete rules and regulations, for each facility may differ. By joining, you agree to having a full understanding of these policies.  
\_\_\_\_\_ (Initials)
- Carilion Wellness reserves the right to change these rules at any time upon posting of written notice at the Carilion Wellness. Additional policies found at www.CarilionWellness.com.  
\_\_\_\_\_ (Initials)
- Carilion Wellness is not responsible for any lost and stolen items while the Member is using the facilities.

Signed:

\_\_\_\_\_  
(Member) (Date)

\_\_\_\_\_  
(Additional Adult Member) (Date)