**Sharkeys Club Guidelines**

**1. Check In Policy**

 Members must check in each time that they use the *Club* by presenting his/her current membership card at the front desk upon arrival. *Club* usage may be denied if member does not present card. The *Club* may either close or operate at reduced hours on holidays or due to inclement weather. Business hours, policies, and regulations are subject to change without notice.

**2. Membership Fees and Cancellation**

 Membership use and services must be paid for in advance. All fees and schedules are subject to change without notice. At the present time, membership fees are as follows:

 a. Monthly Memberships $\_\_\_\_\_\_\_\_\_\_;

 b. Quarterly Memberships $\_\_\_\_\_\_\_\_\_\_;

 c. Semi-Annual Memberships $\_\_\_\_\_\_\_\_\_\_; and

 d. Annual Memberships $\_\_\_\_\_\_\_\_\_\_;

The obligation to pay dues is not dependent on the availability of all the *Club’s* facilities. Special engagements, repairs, and maintenance of some facilities may make it necessary for the C*lub* to restrict use of, or close, one or more of the facilities occasionally. Fees will not be reduced or suspended during the time when one or more of the facilities are not available. Monthly Renewing Members may cancel memberships by notifying *Club* personnel of his/her wish to cancel over the phone or in person, any time during business hours ***prior to the first day of the month to be cancelled.*** There are no refunds for membership fees, and the *Club* will not prorate a cancelled membership. ***Anyone who cancels must obtain a confirmation number****.* This confirmation number is used for reference and proof of cancellation. The *Club* will not accept cancellation claims without a confirmation number.

**3. Three-Day Right of Recession**

 New members have three days after authorizing this Agreement to cancel their membership without penalty. If the Agreement is cancelled within three days, the *Club* will return to the member within thirty days all amounts paid. To cancel, new members must call or come into the *Club* and inform the front desk personnel of their wish to cancel.

**4. Freeze Policy**

 Members may put their membership on freeze, in one calendar month increments, for up to two calendar months per calendar year. Notice of freeze must be given to *Club* personnel over the telephone or in person any time during business hours ***prior to the first day of the month to be frozen****.* Members will not be billed for frozen months. Billing will resume automatically upon end of freeze. Yearly Members will have current year extended by the number of frozen months. ***Anyone who freezes his or her membership must obtain a confirmation number****.* This confirmation number is used for reference and proof of freeze. The *Club* will not accept freeze claims without a confirmation number.

**5. Attire**

 Proper attire is required for participants using the *Club.* Shirts, shoes, and clean, un-torn clothing are mandatory. No bathing suits or briefs without tights or leg coverings are allowed. Proper footwear must be worn as follows:

 **a. Aerobics**

 Court-type or aerobics shoes only, unless otherwise specified by the instructor.

 **b. Weight Training and General Exercise**

 No open toed shoes, thongs, sandals, street shoes, bare feet, or slipper-type shoes allowed.

 **c. Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**5. Equipment**

 All equipment must be used as designed. If member is not familiar with use of equipment, he/she must arrange instruction with a staff member. Instruction is available to members as part of their membership. Members must be familiar with and observe *Club* rules and regulations posted in the *Club* area. Members who do not observe *Club* rules and regulations or who abuse equipment in any fashion will be asked to leave. The management reserves the right to terminate membership to anyone who refuses to observe any of the *Club's* rules or regulations.

**6. Conduct**

 The *Club* is committed to the health, safety, and welfare of each of its members and staff and will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. The *Club* has the right to judge behavior and respond accordingly. This right includes, but is not limited to, termination of membership of any member engaging in unacceptable behavior.

**7. Training**

 The Club is staffed in part by Fitness Trainers. Access to these trainers is included with all memberships at no additional charge; however, contract training is not available. Outside trainers (or anyone acting as a trainer) may not do business of any kind in our facility, whether in the form of client solicitation or training facilitation.

**8. Children**

 Members must be 18 years of age or older. Minors are not allowed in the aerobics, exercise, locker, or weight training rooms. Minors under the age of \_\_\_\_\_must be supervised at all times.

**9. Damages**

 Members shall pay for any damages to the Club’s property which results from the willful or negligent conduct of member, member's guest, or dependent children.

**10. Lost Articles**

 The Club assumes no responsibility for lost or stolen articles. Lost and found articles not claimed will be donated to charity.

**11. Guests**

 Guests may enter the *Club* on payment of a fee determined by the *Club* from time to time. Guests must sign the Guest register and show a form of photo identification. The number of visits by a guest to the *Club* is at the sole discretion of the *Club* and must be at least \_\_\_\_years old.

**12.** **Smoking, Food, and Drink**

 No smoking is allowed in any part of the facility. No food or drink is allowed beyond the lobby and vending machines. Water may be taken into workout areas if it is in a non-breakable, enclosed container.

**13. Late Payment of Fees**  A late payment fee of $\_\_\_\_\_\_\_\_will be charges on any payment past due. Membership fees must be paid on or before the first day of the month when due. Membership may be cancelled, at the discretion of the *Club* if fees are not timely paid.

**14. Cancellation of Membership by Member** A member may cancel his/her membership at any time upon payment of a cancellation fee of $\_\_\_\_\_\_\_.

**15. Change of Rules and/or Regulations** The *Club*reserves the right to add to, change or remove rules, conditions of membership, opening and closing hours and the services and facilities offered by the *Club* from time to time.

**16. Waiver, Release and Assumption of Risk a.** The undersigned member (hereinafter referred to as ***Member****)* understands and agrees that he/she is voluntarily participating in physical activities which may expose *Member* to some level of risk or injury, and *Member* represents that he/she is aware of the nature of these activities and agrees to accept any and all risks associated with participation in these activities.

 **b.** *Member* represents that he/she is in good physical health, and that *Member* shall notify the *Club* in writing if he/she becomes unable to participate in an activity due to some physical or mental considerations. In consideration of the *Club* allowing *Member* to participate in physical activity within the facilities of the *Club* and use the *Club’s* equipment, *Member* agrees to indemnify and hold the *Club* harmless, as well as its directors, agents, officers, and employees, against loss (including reasonable attorneys fees) from any and all claims of negligence, demands, rights, or causes of actions of any kind or nature that may hereafter at any time be made or brought by *Member* or on *Member’s* behalf for any known or unknown, foreseen and unforeseen bodily or personal injuries, damages to property and consequences thereof which may be sustained by *Member* as a direct or indirect result of participating in the aforementioned activities and use of the equipment of the *Club.*

 **c.** The provision of this Paragraph shall continue in full force and effect even after the termination of Member’s membership in the *Club.*

**17. Covenant not to Compete**

 *Member* understands and acknowledges that he/she will, as a result of his/her membership in the *Club,* have significant contacts with other members, employees of *Club,* as well as other persons and entities which have been a contractual relationship with the *Club,* and shall become familiar with trade secrets, methods of doing business, and other confidential business and proprietary information of the *Club* that does not qualify as a trade secret. Therefore, during the term of this Agreement and for a period of \_\_\_\_ years following the termination of this Agreement, *Member* will not, individually or in conjunction with others, directly or indirectly, engage, or assist in any manner others in engaging, in any part of any business which competes directly or indirectly with the *Club*, whether as an officer, director, proprietor, employer, partner, independent contractor, employee, or shareholder, without the *Club’s* prior written consent, which may be withheld in its sole discretion. The provision of this Paragraph shall continue in full force and effect even after the termination of *Member’s* membership in the *Club.*

**18. Miscellaneous**

 **A.** This Agreement contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

 **B**. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

 **C.** *Member* has read, and fully agrees to the terms of this Agreement and understands and agrees that by signing this Agreement (which contains a waiver, release and assumption of risks) *Member* has given up considerable future legal rights. *Member* has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him/her.  *Member* certifies and warrants that he/she is \_\_\_\_ ***(i.e., age of majority such as18)*** years of age or older and mentally competent to enter into this Agreement.