

# MEMBERSHIP APPLICATION & AGREEMENT



New Member- P OR Rejoin-Mbr #

## PRIMARY MEMBER

**APPLICATION INFORMATION**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ About You \_\_\_\_\_

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

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Text \_\_\_\_\_ Email \_\_\_\_\_

Employer Name \_\_\_\_\_ Yes/No \_\_\_\_\_ Occupation \_\_\_\_\_ Corporate Lead Contact \_\_\_\_\_

Work Address / City / State / Zip \_\_\_\_\_ Email \_\_\_\_\_

Emergency Contact Name & Phone Number(s) \_\_\_\_\_

## SECONDARY MEMBER (must complete ABOUT YOU form)

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ About You \_\_\_\_\_

Name (Last, First, Middle) \_\_\_\_\_ Gender \_\_\_\_\_ Date of Birth \_\_\_\_\_ About You \_\_\_\_\_

## BILLING

**Solana SpeedePay** Date Of First Draft \_\_\_\_\_

MasterCard  Visa  Discover  American Express (certain fees may apply)

I hereby request and authorize the named holder to honor and pay pre-authorization drafts drawn by The Solana Club "CLUB" on the 15th (or the first business day thereafter) of the month. This authority is to remain in effect until revoked by me in writing before the first of the month, and until such written notice is received. I agree to fully protect the above named debit/credit card in honoring such drafts. Should any pre-authorized draft not be honored by the above named debit/credit card, then it is understood that I will contact the CLUB to make payment directly to the CLUB including any return fees charged by the CLUB. The draft will consist of my monthly fees. If any of the information changes I will contact the CLUB to fill out another authorization form. Until I have filled out another authorization form this authorization will remain in full force with the expiration date automatically advancing one year every year hereafter.

Authorization Signature (if different from primary member) \_\_\_\_\_

## AGREEMENT

By the use of the facilities, workout areas, and equipment of The Solana Club, and in consideration of my acceptance as a member of The Solana Club, I as a User, expressly agree that The Solana Club, its owner, the Maguire Partners - Solana Limited Partnership, its manager, Health Fitness Corporation, and I hereby release Health Fitness Corporation, my employer, and any other organizations associated with this program, their affiliates, directors, officers, employees, successors, assignors, and contractors, from all liability arising from and in any way connected with this program. Maguire Partners - Solana Limited Partnership, its parents, subsidiaries, affiliates, predecessors, successors, shareholders, members, general and limited partners, and partners of partners and related entities, and officers, directors, trustees, and employees of any name, including specifically without the Club manager and its offices, directors and employees and the project manager and its partners, and their officers, directors and employees (Solana), hereinafter "Releasees" shall not be liable for any injury or any damages to the User and/or the User's guest, or the property of the User or the User's guest as a result of the use of the facilities and equipment of The Solana Club. By execution of this Release and Waiver, the User assumes full responsibility of any such injuries or damages which may occur in or about The Solana Club to the User and/or the User's guest. By the Release and Waiver, the User, his or her heirs, executors, administrators and assigns do hereby fully and forever waive, release and discharge Releasees of and from any and all claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of actions, suits, rights, demands, costs, debts and expenses of any nature whatsoever (hereinafter the "Claim(s)"), which he or she has or may have against Releasees, whether the Claim or Claims arise under contract, statute, common law or otherwise, whether the same be at law or in equity, and including, but not limited to, User's use of the facilities and/or INJURY OR DAMAGE TO THE USER WHICH OCCURRED AT THE FACILITIES, AND FURTHER INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR NEGLIGENCE, PRODUCT-LIABILITY, DISCRIMINATION, BATTERY, ASSAULT, INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS, INVASION OF PRIVACY, AND ANY CLAIM FOR ANY OTHER TORT, BREACH, INFRACTION, OR WRONG BE IT INTENTIONAL, NEGLIGENCE OR OTHERWISE. THE PARTIES EXPRESSLY AGREE THAT RELEASEES HAVE MADE NO REPRESENTATIONS OR WARRANTIES OF ANY INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS THAT THE SOLANA CLUB IS SAFE FOR USER'S USE. THAT THE SOLANA CLUB IS OF A PARTICULAR STANDARD OR QUALITY, OR THAT THE SOLANA CLUB IS SUITABLE FOR ANY PARTICULAR INTENDED USE FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DAMAGES, demands and rights of action. User's signature below evidences this understanding and agreement.

MEDICAL-User warrants, represents and agrees that the User is in good physical condition and that the User has no disability, impairment, or ailment preventing the User from engaging in active or passive exercise. The User represents and agrees that the Releasees have advised the User to consult a physician and obtain a physical exam before beginning an exercise program.

**RULES & REGULATIONS**-The User agrees to keep and obey all rules and regulations in force for The Solana Club, including rules with respect to safety in the locker rooms and personal hygiene, and shall communicate such rules and regulations to guests of the User. The Solana Club reserves the right to revoke the User's privileges for cause if the User fails to keep and obey such rules and regulations. The undersigned hereby agrees to become a member of The Solana Club and adhere to the rules and regulations specified with my membership and in conjunction with my Release and Waiver form. I understand and agree that all the information required for a membership with The Solana Club is, to the best of my knowledge, true and accurate, and that if any of the membership and/or information should change, I will notify The Solana Club of those changes within 10 working days (2 weeks) of said change. The Solana Club reserves the right to terminate memberships due to false representation of information.

**SOLANA TENANTS**-I understand and agree that should my employer change my work area to a non-Solana location, I may only retain my membership by being reclassified as a NON-TENANT member upon payment of the required fees, or I shall terminate my membership, in accordance with The Solana Club requirements. Proof of employment in the Solana complex will be provided when requested. BILLING-Acceptable methods of payment include debit/credit card, cash, check, Visa, American Express, Discover and MasterCard for prorated dues only. Thereafter, monthly dues and fees draft to credit/debit card. Membership dues are non-refundable after first three business days of Membership Agreement.

**TERMINATIONS**-I understand and agree that in the event I wish to terminate my membership to The Solana Club, I shall do so in writing. I also understand and agree that all charges, any collection fees, and billings incurred by The Solana Club will be paid prior to said termination date. ALL MEMBERSHIPS WILL BE BILLED MONTHLY AND WILL CONTINUE INDEFINITELY UNTIL A THIRTY (30) DAY RESIGNATION NOTICE IS FULFILLED. RESIGNATION FROM A MEMBERSHIP WILL ONLY OCCUR WITH WRITTEN NOTIFICATION FROM A MEMBER THIRTY (30) DAYS PRIOR TO TERMINATION. Members must be in good financial standing with the club. The Solana Club reserves the right to inactivate members with prior or current bad debt.

**PHOTO RELEASE**-Any photographs/videos taken by The Solana Club staff are considered property of The Solana Club and may be used in newsletters, brochures, newspapers, club website and marketing materials. I give permission for use of photographs of me and anyone on my membership for media use by The Solana Club.

I have read and consent to the TEXAS HEALTH SPA ACT AND HEALTH FITNESS CORPORATION RELEASE OF LIABILITY AND CONSENT ON BACK.

Primary Member Signature \_\_\_\_\_ Date \_\_\_\_\_ Solana Club Representative \_\_\_\_\_ Date \_\_\_\_\_



THE SOLANA CLUB | 2902 Sams School Road | Westlake, TX 76262 | 817-491-4559 | fax 817-430-8244  
www.solanaclub.com | mail@solanaclub.com

Application  e-Verify  About You/Health/Medical Consent  Verification  Welcome  completed by Sales Rep Initials \_\_\_\_\_ COMMENTS \_\_\_\_\_

MGR \_\_\_\_\_ DIR \_\_\_\_\_

SALES \_\_\_\_\_ BUSINESS OFFICE \_\_\_\_\_

Comments \_\_\_\_\_

If you decide you do not wish to remain a member of The Solana Club, you may cancel this Agreement by mailing to the Club by midnight of the third business day after the day you sign this Agreement a notice stating your desire to cancel this Agreement. The written notice must be mailed by certified mail to the Club address.

If the Club goes out of business and does not provide facilities within 10 miles of the facility in which you are enrolled or if the Club moves more than 10 miles from the facility in which you are enrolled, you may cancel this Agreement by mailing a notice to the Club stating your desire to cancel this Agreement, accompanied by proof of payment on the Agreement. The written notice must be mailed by certified mail to the Club address.

If you die or become totally and permanently disabled after the date of this Agreement takes effect, you or your estate may cancel this Agreement and receive a partial refund of your unused membership fees by mailing a notice to the Club stating your desire to cancel this Agreement. The Club may require proof of disability or death. The written notice must be mailed by certified mail to the Club Address.

Club Address: The Solana Club, 2902 Sams School Road, Westlake, TX 76262.

You may also be entitled to file a claim for a refund of your unused membership fees against the bond or other security posted by the Club with the Texas Secretary of State. To make a claim against the security send a copy of this Agreement together with proof of payments made on the Agreement to the Texas Secretary of State. The written notice must be mailed to the following address:

Office of the Secretary of State, Statutory Documents Section, P.O. Box 12887, Austin, TX 78711-2887.

### HEALTH FITNESS CORPORATION

#### - RELEASE OF LIABILITY AND CONSENT -

##### FITNESS MANAGEMENT AND FITNESS MANAGEMENT BLENDED SERVICES AT A FITNESS CENTER (A-1)

(Includes Health Management Services and Live for Life Health Improvement Programs except Health Screenings, Personal Training, and Massage Therapy)

In consideration of the opportunity to receive fitness assessment services, participate in Health Fitness Corporation ("HFC") programs and/or use The Solana Club (CENTER) facilities, I hereby assume all risks of injury, illness, death or other loss arising from or in any way relating to my participation in HFC programs and use of CENTER.

I hereby release, agree not to sue, and forever discharge Maguire Partners (CLIENT) and HFC and their respective Affiliates\* (as defined below) of and from any and all manner of claims, demands, actions, causes of action, liability, damages, claims for punitive or liquidated damages, claims for attorney's fees, costs and disbursements, individual or class action claims, and demands of any kind whatsoever, I have or might have against them or any of them, whether known or unknown, in law or equity, contract or tort, arising out of or in any way relating to my receipt of assessment services, participation in HFC programs, use of the CENTER and loss of personal property, however originating or existing. This release shall be binding upon my heirs, personal representatives, administrators, executors, and assigns.

I understand that this release includes, without limitation, all injuries which may occur as a result of the following: (a) my use of HFC's amenities and equipment in the CENTER facilities, my receipt of instruction and other services from HFC, or my participation in any activity, class, program, or instruction; (b) the malfunctioning of any equipment; (c) HFC's training, supervision, or dietary recommendations; and (d) my slipping and/or falling while in or on the CENTER's premises, including adjacent sidewalks and parking areas.

I further understand that any recommendations regarding exercise or diet (including, without limitation, the use of supplements) are entirely my responsibility and that I should consult a physician prior to undergoing any changes in exercise or diet.

I understand, as a participant of the health and fitness program who is to be assessed and given the opportunity to participate in an exercise program at the CENTER, I will have the option to receive a fitness assessment that measures some or all of the following items: (1) flexibility; (2) muscular strength and endurance; (3) body composition; and (4) changes in heart rate and blood pressure before, during and after an exercise test. I understand a particular set of results from the fitness assessment does not necessarily mean I am: (1) fit, (2) unfit, or (3) likely to benefit from exercise or changes in diet. That judgment can only be made by my physician.

I am aware that the fitness assessment is for the purpose of designing a personal exercise program and providing information on conditioning levels compared to norms. I understand the fitness assessment is not intended to replace any medical screening I may need, and neither the CENTER, HFC, nor any of their Affiliates, will determine whether an exercise program or dietary change are medically appropriate for me. I understand it is my responsibility to consult with my physician regarding these matters.

I further understand HFC staff will question me about my health status, and I agree to complete a health history questionnaire. I certify the information I provide to HFC staff about my health and exercise history and current health status will be, to the best of my knowledge, complete and accurate, and I agree and understand it is my responsibility to inform HFC staff in the event of any change in my health or medical status. HFC shall treat information regarding my personal health and medical status as confidential. HFC shall not release such information without my written consent, except: to authorized HFC and CLIENT employees, agents, successors, and assigned contractors who we use to support our business; in connection with any programs sponsored by my employer in which I participate; in connection with the sale, assignment, or other transfer of the business which the information relates; when applicable by laws, court orders or government regulations require us to do so; and to health care personnel for treatment purposes (including, for example, emergency assistance personnel). I understand that HFC may use or disclose to others information regarding my health for statistical analysis or other research purposes, provided that my name and other personally identifiable information will be removed from the information prior to such uses and disclosures.

I understand there are possibilities of injury or other complications, including but not limited to musculoskeletal injuries, cardiovascular trauma, neurological impairment, heart attack and even death, which may occur during fitness assessment, while completing an exercise program, while otherwise using the CENTER facilities, or while participating in any health and fitness program activities.

I voluntarily agree to submit to a fitness assessment and to assume all risks associated with my participation in the fitness assessment, health and fitness programs, (including a personal exercise program) and use of CENTER facilities. I understand and acknowledge it is my responsibility not to exceed the guidelines established for me on my exercise program card and in other program materials.

I understand use of the CENTER and participation in a fitness assessment, health and fitness program activities is strictly voluntary, is not required of employees of participating companies, and I may discontinue my participation at any time. I further understand HFC may revoke my privileges to use the CENTER or otherwise participate in assessment or other programs at any time, in its sole discretion. I agree to be bound by and obey all the rules and policies of the CENTER, HFC and HFC staff in my use of the CENTER and in my participation in the health and fitness program activities.

I understand at any time I may review this Release of Liability and Consent by requesting a copy from HFC staff. I agree if any portion of this form is held invalid, the remainder of this form will continue in full legal force and effect.

I have carefully read this Release of Liability and Consent and fully understand its terms. I sign it voluntarily with full knowledge of its legal significance and understand that I have the right to have my attorney review it. I am 18 years of age or older.

\*"Affiliates" means any branch, division, or subsidiary of HFC, or HFC's present and former officers, directors, shareholders, trustees, employees, agents, representatives, contractors, and the successors and assigns of each, whether in their individual or official capacities.