

MEMBERSHIP CONTRACT

COMPLETE WELLNESS CHIROPRACTIC AND REHABILITATION, PLLC (CWCR)
135 Main Cross Street, Hawesville, KY 42348 270-927-1000

PLEASE PRINT THE NAMES OF THE ELIGIBLE PERSONS IN YOUR FAMILY WHO WILL BE ON THE MEMBERSHIP....

Your Name _____ Middle _____ Last _____ Birthdate ____/____/____

Additional Family Members eligible to be on your membership include ONLY, same household legally dependent husband or wife and dependent children age 14-18 years old. Anyone under the age of 14 is not allowed to use the facility. The minimal age to use the facility is 14 but, 16 is the minimal age to use the facility unaccompanied. When a child reaches age 19 they must be on a membership of their own or be enrolled in college full-time.

Spouse _____ Middle _____ Last _____ Birthdate ____/____/____

Child _____ Middle _____ Last _____ Birthdate ____/____/____

Child _____ Middle _____ Last _____ Birthdate ____/____/____

Child _____ Middle _____ Last _____ Birthdate ____/____/____

Mailing Address _____ City _____ Zip Code _____

Home Phone # _____ Your Work Phone # _____ Spouse Work Phone # _____

Your Place of Employment _____ Your E-mail address _____

Emergency Contact: _____ Phone # _____

WHAT TYPE OF MEMBERSHIP DO YOU WANT? Circle one....

- | | |
|--|---|
| -Individual One Year Paid in Full (\$240) *BEST DEAL* | -Family Paid in Full *BEST DEAL* |
| -Individual Auto-Debit (\$25/month, \$300 yearly) | -Family Auto-Debit |
| -Individual Monthly (\$35/month) | -Family Monthly |
| -Senior Auto Debit or Paid in Full (\$20/month) | <i>*Family plan prices are determined by number of members, ask for price</i> |

1. BILLED MONTHLY. WITH NO LONG TERM CONTRACT. PLEASE INITIAL

- ____ I understand monthly dues are to be paid in advance for the upcoming month, by the 1st of each month.
____ Balances still due after the 10th of the month will be charged a \$5 late fee. Past due accounts are subject to collections.
____ I understand I may cancel my membership with a 30 day advance written notice after initial month contract is satisfied.
____ I understand I will receive no refunds, that this is a continuous membership with no extensions for non-use

2. AUTO-PAY MONTHLY THRU PAYROLL DEDUCTION FROM WORK , or BANK DRAFT (E.F.T.) or DEBIT (12 Month Contract)

- ____ I understand my monthly dues will be deducted in advance from either my payroll check, or my bank account for the upcoming month on the 26th of each month (or next banking day if banks are closed on the 26th) for a minimum of TWELVE (12) consecutive months, after which dues will continue to be deducted until I cancel my membership with a 30 day advance written notice.
____ I understand if dues are insufficient they will be charged to my account along with a \$15 insufficient fund fee.
____ Balances still due after the 10th of the month will be charged a \$5 late fee. Past due accounts are subject to collections.
____ I understand I will receive no refunds, that this is a continuous membership with no extensions for non-use.
____ This is a minimum 12-month contract. Member may terminate this contract before the first 12-months with a 30 day written notice and the payment of a \$100.00 cancellation fee.
____ I understand that when I join on an "AUTO-PAY" membership, we will prorate a partial first month and we will also need to collect the upcoming next month's dues if you are joining after the 10th of the month for payroll deduction or after the 25th of the month if you are joining on Bank Draft. After the initial TWELVE months your membership will continue until you cancel with a 30-day written notice, and fill out the required payroll resignation form for Payroll Deduction..

Bank Draft Member's Bank and Branch: _____ Type of Account: Checking _____ Savings _____

Bank R/T # _____ Account # _____

(Attached voided check if paying by bank draft)

Employer: (if payroll deduction) _____

- ____ I understand that I am signing a contract with CWCR and agree to pay for membership for the specified period of time, this contract is binding and I understand I will receive no refunds and that this is a continuous membership with no extensions for non-use.
____ I understand that after my initial 12 month contract period is met I must submit a 30 advance written notice to cancel.
____ I understand if this account is ever deemed "past due", and subsequently turned over to a collection service, I agree to pay all collection fees in addition to my obligation to CWCR.
____ I understand the "Conditions of Club Use" and the "House Rules" on the back of this agreement and agree that I assume responsibility for my family and any guests we bring and will abide by the rules & policies of CWCR fully.
____ I understand membership rates, the class schedules, and the clubs available equipment & hours of operation are subject to change.

Your Dues \$ _____

Signature of person responsible for maintaining membership account: Total Amount Paid Today \$ _____

X _____ Date: _____ Staff _____

CONDITIONS OF CLUB USE AND RELEASE OF LIABILITY

As a condition of club use, the club user must recognize that the use of the equipment and the facilities of Complete Wellness Chiropractic and Rehabilitation, PLLC (CWCR) involve a risk of physical injury or death including that caused by negligence of the CWCR, its agents and employees. You the club user hereby agrees to assume this risk of injury in its entirety regardless of the cause.

As a condition of club use, you the club user also must agree that in the event that any claim for personal injury, property damage or wrongful death is prosecuted against CWCR its agents and employees, the club user shall indemnify and save harmless CWCR, its agents and employees from any and all such claims and causes of action.

I, for myself, my heirs, successors, executors and subrogors, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Complete Wellness Chiropractic and Rehabilitation, PLLC, its owners, agents and employees, from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) and NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my family members who are on my membership or my property as a result of my participation in the activities on CWCR property or equipment, whether such damage, loss, injury, paralysis or death results from CWCR, or its owners, agents, or employees, or from some other cause. I AGREE that neither I, nor anyone acting on my behalf, will make a claim against, sue or otherwise maintain action of any kind against CWCR as a result of any injury, paralysis or death to me or my family members who are on my membership.

Adult member signatures.

X _____ Date _____
X _____ Date _____

We STRONGLY advise all members to go through a 1-hour personal orientation with a staff member from CWCR. Anyone under the age of 18 is required to take the 1-hour personal orientation with a staff member. This is to show the proper use of all equipment to ensure your safety and to make the most out of your membership. The cost of this is \$25 or if you are a patient it may be covered by your insurance plan.

I waive the right to a personal orientation: _____

Member Policy

MEMBERSHIP POLICIES & CLUB RULES

Complete Wellness Chiropractic and Rehabilitation, PLLC (CWCR) designed the Membership Policies ("Policies") and the club rules, including rules listed here and rules posted in clubs ("Rules") to ensure a safer and more enjoyable environment in which to exercise. So, please be thoughtful and observe the Policies and Rules that you, and all members, have agreed to follow. CWCR may, in its sole discretion, modify the Policies and Rules without notice at any time. It's your responsibility to know and follow the most current Policies and Rules. All approved signs posted in a club or on the premises shall be considered a part of the Policies and Rules of CWCR.

The following Policies and Rules replace all previous Policies and Rules. If there is any conflict between these Policies and the posted club Rules, these Policies and Rules apply.

EQUAL OPPORTUNITY POLICY STATEMENT

CWCR seeks, enrolls and maintains memberships without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation or age. It is further club policy that no circumstance or conduct undertaken by club personnel shall have the effect of discrimination on the basis of any of the aforementioned classifications. All club members shall have full and equal access to the club facility. All members with disabilities shall be entitled to reasonable accommodations for their physical and mental impairments. Any member who believes that he/she is/has been treated unfairly on any of the aforementioned matters should first report to club management or to CWCR at 270-927-1000.

PERSONAL INFORMATION AND PRIVACY

Please consult our Privacy Policies for a description of our practices with respect to collection, sharing and privacy of your personal information. Please ask at the front desk for a copy of information pertaining to our Privacy Policies.

CHECK-IN

You must check in at the front desk. You have two options for checking in to the club, by swiping your access card or by checking in at the front desk during normal business hours.

CHILDREN

All Children under age 14 is not allowed to use the facility. The minimal age to use the facility is 14 but, 16 to use the facility unaccompanied.

Shoes and shirts are required – no torn or ripped shirts. Please wipe off equipment after use, sanitizer spray bottle and towel will be provided. No radios allowed except personal headphones. Please be courteous and limit equipment to 30 minute use when others are present. **DO NOT BANG OR DROP WEIGHTS!**

PROHIBITED ITEMS AND ACTIVITIES

No Alcohol, Drugs, or Smoking: You cannot engage in any activity at CWCR while under the influence of illegal drugs or alcohol. CWCR does not permit smoking, alcohol, or illegal drugs, including steroids, in any of its facilities.

No Weapons: No weapons of any kind are permitted in CWCR facilities.

No Photographic or Video Equipment: No photography, videotaping, filming or audio recording in CWCR facilities without prior written permission of the management.

Food & Beverages: CWCR reserves the right to limit the consumption of food or beverages in workout areas.

Personal Training: No member may train another member for compensation. If CWCR determines that such training occurs at a CWCR facility, the trainer and/or trainee may lose their membership.

Outside Equipment: CWCR reserves the right, in its sole discretion, to limit or restrict the use of outside equipment in the club.

DRESS / TOWEL POLICY

CWCR requires you to wear appropriate clothing and footwear while in its facilities. Here are general guidelines: gym shorts, T-shirts, jogging, aerobic and sweat outfits are all right for exercising or aerobics, but street clothes/shoes and jeans are not. You must have a towel with you during workouts to protect and clean the machines you use.

CONDUCT

While in CWCR facilities, CWCR does not permit and will not tolerate any inappropriate conduct. Such conduct includes, without limitation, using loud, abusive, offensive, insulting, demeaning language, profanity, lewd conduct or any conduct that harasses or is bothersome to members, guests or CWCR employees.

VIOLATION OF POLICIES OR RULES

If any member or guest violates any of the Policies or Rules, CWCR will ask that person to stop or leave. A member's violation of any of the Policies or Rules may also cause CWCR, in its sole discretion, to terminate that person's membership and/or other agreements.