

PELICAN

ATHLETIC CLUB

PELICAN ATHLETIC CLUB, L.L.C. (PAC) MEMBERSHIP AGREEMENT

Membership # : _____ Membership Start Date: _____

Month-to-Month Contract
 Annual Contract

Youth
 Single Senior
Company: _____

Individual
 Dual Senior

Dual
 Corporate

Family
 Other _____

Last Name First Name Middle Initial
Male / Female

Date of Birth

Email Address

Mailing Address

City State Zip Code

Home Phone Number Cell Phone Number

Join Date (Spouse) Cell Phone Number

Employer Name

(Spouse) Employer Name

(Spouse) Last Name First Name Middle Initial
Male / Female

Date of Birth

(Spouse) Email Address

M / F Yes / No

(1) Child's Full Name Date of Birth Charging Privileges
M / F Yes / No

(2) Child's Full Name Date of Birth Charging Privileges
M / F Yes / No

(3) Child's Full Name Date of Birth Charging Privileges
M / F Yes / No

(4) Child's Full Name Date of Birth Charging Privileges
M / F Yes / No

(5) Child's Full Name Date of Birth Charging Privileges

APPLICABLE TO ALL ANNUAL CONTRACTS: Beginning _____ 1st, 20____, I promise and agree to pay eleven (11) consecutive monthly installments for membership dues in the amount of \$_____, including sales tax, which are to be paid regardless of the number of visits to Pelican Athletic Club, L.L.C. (PAC).

APPLICABLE TO ALL PAID IN FULL CONTRACTS: Upon execution of this agreement, I promise and agree to pay in advance for twelve (12) consecutive months of dues in the amount of _____, including sales tax, which is paid regardless of the number of visits to Pelican Athletic Club, L.L.C. (PAC) during the 12 month period.

APPLICABLE TO ALL MONTH-TO-MONTH CONTRACTS: Upon execution of this agreement, I promise and agree to pay to PAC each month \$_____, including sales tax for membership dues. The undersigned understands this type of membership is on a month-to-month basis until the member or PAC cancels the membership in accordance with this agreement. The undersigned further understands he/she has chosen this type of membership.

APPLICABLE TO ALL CONTRACTS:

Registration Fees and Pro-rated Dues: Upon execution of this agreement, I promise and agree to pay to PAC, a registration fee of \$_____, including sales tax as a non-refundable registration fee, together with the pro-rata of the first month's dues of \$_____ (if applicable).

Charge Account: Each member, in good-standing, is eligible to establish a PAC charge account, primarily for drafting membership dues, programming fees, and Café charges. PAC charge accounts must be secured with a payment source, such as a checking account, Visa/MasterCard, or America Express.

Transfers and Cancellations: I acknowledge my membership is not transferable and the registration fee is non-refundable. I acknowledge that this membership is automatically renewed on a month-to-month basis at the end of the initial term of this agreement and at the end of each subsequent renewal term. The undersigned may cancel this membership agreement at any time after the initial term has been completed. Cancellation prior to the completion of the initial term will be considered if the undersigned has moved more than 30 miles from PAC (**with proof of move**) or if medical disability (**with medical excuse form**) that prohibits use of facility. PAC, however, may terminate my membership at any time.

I understand a cancellation request must be submitted in writing to the PAC Membership Office at least thirty (30) days in advance of the effective date. Written notice must be submitted by the 20th day of the last month of the contract if I choose not to continue my membership on a month-to-month basis. Cancellation requests can be sent by registered mail to: Pelican Athletic Club, L.L.C., ATTN: Membership, 1170 Meadowbrook Blvd., Mandeville, LA 70471.

Membership Freeze: A membership may be placed on “freeze” for medical reasons for a three (3) month period, provided the membership account is in good standing. A medical excuse form must be provided to avoid paying a “freeze” fee. If you are within the initial term of a membership contract, your membership term will be extended by the duration of the freeze. **All freeze requests must be submitted in writing to the PAC Membership Office at least thirty (30) days in advance of the effective date.** Non-medical requests for membership freeze must be completed in person in the PAC Membership Office; or a written freeze request can be sent by registered mail to: Pelican Athletic Club, L.L.C., ATTN: Membership, 1170 Meadowbrook Blvd., Mandeville, LA 70471. A freeze fee of ten (\$10) dollars per month will be assessed for non-medical freezes. During the freeze period, membership dues will not be assessed. The main member and all sub-members may not use the facility during the duration of the freeze.

Late Fees & Charges: Each billing cycle ends on the 22nd of each month. I agree to pay a finance charge of 1.5% per month (annual percentage rate of 18%) on any account balance thirty (30) days past due. I also agree to pay any fees and/or expenses PAC incurs in collecting any balance past due on my account, including attorney’s fees, collection fees, and cost of collection. A twenty five (\$25) dollar charge will be assessed for returned payments, insufficient funds, or stop payments.

Use of Facilities: In return for my payment of the monthly membership dues, I understand I/we may use the PAC facilities during regular club hours of operation as long as my membership account remains in good standing and as long as I/we follow PAC’s regulations and policies. I accept full responsibility for my use of any and all apparatus, appliances, facility privilege or service whatsoever, owned and operated by this club, directors, officers, employees, representatives and agents harmless from any and all loss, claim, injury, damage or liability sustained or incurred by myself, my family or others under my supervision or control resulting therefrom. In addition, I agree that the above information is accurate and complete. I understand and acknowledge that photos/video may be taken for publicity/marketing purposes and give my complete authorization for any and all photos or video footage of myself, my sub-members and/or of my minor child(ren), to be used in this fashion.

Liability Waiver: We understand that we risk injury and even death if we participate in aerobic and other exercise programs which involve using the services, equipment, machinery, and/or facilities at PAC if:

1. A medical doctor has not first determined that we are physically fit to participate; and
2. We participate in exercise/fitness activities or use equipment and/or facilities without first being instructed by PAC’s staff in the correct way to participate in the activities or use of the equipment and/or facilities.

I realize that I, and not PAC, am responsible for having my minor children and my own health evaluated before we participate in any exercise program, and for receiving instruction from PAC’s staff before using any of the services, equipment, or facilities. Unless I notify PAC in writing to the contrary, I understand and agree that PAC is entitled to assume my physician has approved my children, my spouse, and my own participation in the exercise/fitness activities we participate in, and that we have received instructions from PAC’s staff on the correct way to use any service, equipment, and/or facility at PAC.

With the full knowledge of the risks involved in participating in aerobic and/or exercise programs and using PAC’s services, equipment and/or facilities, and in consideration of our membership at PAC, we release Pelican Athletic Club, L.L.C., its members, employees, and agents from any responsibility for damages, losses or injuries we suffer while participating in any aerobic and/or exercise program, or using any equipment and/or facility at Pelican Athletic Club, L.L.C.

I also agree to defend any claim or lawsuit, pay all attorney’s fees and costs, indemnify and hold harmless Pelican Athletic Club, L.L.C., its members, employees, and agents from any and all liabilities, claims and/or demand for damages, injuries, death, losses, cost or expenses of any kind resulting from or which are claimed to have resulted from any minor children, my spouse, anyone admitted to PAC as my guest or my own participation in any aerobic and/or exercise program or use of any equipment and/or facility of Pelican Athletic Club, L.L.C.

We acknowledge receiving, reading, and do understand the agreements contained herein, including the release of liability and hold harmless obligations. We authorize PAC to verify the information contained in this membership application and agreement.

CUSTOMER RIGHT TO CANCEL: You may cancel this contract by sending notice of your wish to cancel to PAC before midnight of the third day after you sign this contract. This notice must be hand delivered to PAC or sent registered mail to: 1170 Meadowbrook Blvd., Mandeville, LA 70471. Within fifteen (15) days of receipt of this notice, PAC shall return any payments made and any note executed by the customer in connections with the contract. If you use PAC’s facilities or services, PAC may charge you a fee based on days of actual use. The right of cancellation shall affect only the financial obligations under contract and the customer’s right to use PAC’s physical fitness service.

NO OTHER AGREEMENTS: This agreement contains the entire membership agreement between the Member and PAC. No representations, warranties, understandings, or oral agreements between the Member and PAC will be enforceable unless in writing and signed by the Member and PAC.

(Spouse) Employer Name _____

Date _____

Registration Fee : \$ _____

Pro Rated Dues : \$ _____

Pro-Rated Sales Tax : \$ _____

1st Month’s Dues : \$ _____

Applicable Sales Tax : \$ _____

Paid in Full Dues : \$ _____

Total Due : \$ _____

Method of Payment at the signing of contract:

Cash Check Credit/Debit Card Gift Certificate

Monthly Dues Method of Payment:

Please complete attached authorization form for the applicable payment method.

Electronic Funds Transfer (EFT) Checking/Savings Account

(Drafted on the 5th of the month)

Credit/Debit Card *(Drafted during the week of the 22nd of the month)*

AGREED AND ACCEPTED: PELICAN ATHLETIC CLUB, L.L.C.

Membership Representative

Date