



HEALTH AND WELLNESS MEMBERSHIP AGREEMENT

ACKNOWLEDGMENT OF RISKS, GENERAL RELEASE, AND INDEMNITY AGREEMENT

THIS IS A LEGAL DOCUMENT. PLEASE READ CAREFULLY BEFORE SIGNING.

All participants must complete (PRINT LEGIBLY) and sign this Agreement. For participants under 18 years of age, participant and parent(s) or guardian(s) of participant (collectively, "Participants") must sign below, and all references to "participant," "I," "me," and "mine" shall include both the Parents and the minor, unless the context requires otherwise. Participants must be 15 years of age or older and participants under 18 years of age must be accompanied by a parent or guardian.

Participant Last Name	Participant First Name	Participant Middle Name	Date of Birth
Address			
City	State	Zip Code	Country
Home Phone	Cell Phone	Room Number (if not a guest, indicate such)	
Email Address			Gender
Emergency Contact		Emergency Phone	

Yes, please add me to Mountain View Grand's mailing list to receive news regarding specials and events.

No, I do not wish to be added to Mountain View Grand's mailing list.

HEALTH AND WELLNESS EMPLOYEE USE ONLY – circle membership type (effective immediately, no "pre-buys")

	<u>1 MONTH</u> <u>MEMBERSHIP</u>	<u>3 MONTH</u> <u>MEMBERSHIP</u>	<u>6 MONTH</u> <u>MEMBERSHIP</u>	<u>ANNUAL</u> <u>MEMBERSHIP</u>
Adult (Age 15-59)	\$65	\$165	\$330	\$585
Age 60+ or Military	\$55	\$145	\$290	\$525
Super Senior (Age 80+)	\$40	\$100	\$200	\$360

Health and Wellness Memberships are for individual use only and CANNOT be placed on hold for any reason. Memberships include use of fitness center, yoga studio, indoor pool, sauna, hot tub, locker rooms and unlimited access to water aerobics classes. Memberships DO NOT include use of outdoor pool.

A complimentary Spa Membership is included with the purchase of a 3Month, 6 Month or Annual Membership. Use of Spa services requires a Spa-specific Agreement.

Mountain View Grand is not a medical organization and cannot provide medical advice. You are advised to consult with your healthcare provider before beginning any exercise program.

Office Use Only: Key Card ID: _____ Opera: _____ Excel: _____ Scanned: _____ Copied: _____

In consideration of the services of Brothers Property Management Corporation d/b/a Mountain View Grand Resort and Spa ("Mountain View Grand"), its owners, managers, members, agents, employees, representatives, landlords, affiliates, volunteers, other participants, and all other persons or entities associated with Mountain View Grand (collectively, the "Releasees"), I, and my Parents (if I am a minor) agree as follows:

I. HEALTH AND WELLNESS DISCLOSURE PURSUANT TO RSA 358-I:3 AND RSA 358-I:6

Health and Wellness Members have a right, under RSA 358-I:6, to a pro rata refund for unused services within 15 days of a request therefor in the event of any of the following:

- 1) The buyer is unable to receive benefits from the Mountain View Grand by reason of death or disability. (The Mountain View Grand may require that the disability be confirmed by a physician agreeable to both parties.)
- 2) The Mountain View Grand relocates the facility more than 8 miles from its present location or the Health and Wellness services provided by the Mountain View Grand are materially impaired.
- 3) The Mountain View Grand Health and Wellness Center ceases operation.
- 4) The aggregate price of all contracts in force between the parties exceeds \$1,000.00; provided, however, that the Mountain View Grand may retain a cancellation fee of not more than 25 percent of the pro rata cost of any unused services on all contracts, not to exceed \$250.00.

Upon the occurrence of any of the circumstances enumerated above, the buyer or his estate shall be relieved of any further obligation for payment under the contract no then due and owing.

NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ ALL OF IT. ALSO, DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES.

STATE LAW REQUIRES THAT THIS HEALTH CLUB REGISTER WITH THE BUREAU OF CONSUMER PROTECTION AND ANTITRUST OF THE DEPARTMENT OF JUSTICE AND MAY REQUIRE THAT THIS CLUB POST A BOND TO PROTECT CUSTOMERS WHO PAY IN ADVANCE FOR MEMBERSHIP OR SERVICES IN THE EVENT THIS CLUB CLOSES. YOU SHOULD ASK TO SEE EVIDENCE THAT THIS CLUB HAS EITHER POSTED A BOND IN COMPLIANCE WITH THE LAW OR HAS BEEN EXEMPTED FROM THIS REQUIREMENT BY THE ATTORNEY GENERAL BEFORE YOU SIGN THIS CONTRACT. IF THIS CLUB HAS NOT POSTED SUCH A BOND, AND YOU PAY THIS HEALTH CLUB FOR MORE THAN ONE MONTH'S MEMBERSHIP OR SERVICES IN ADVANCE, THEN YOU ARE PAYING FOR FUTURE SERVICES, AND YOU MAY BE RISKING THE LOSS OF YOUR MONEY IN THE EVENT THAT THE CLUB CEASES TO CONDUCT BUSINESS.

YOU MAY CANCEL THIS TRANSACTION IN WRITING ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

II. ACKNOWLEDGEMENT OF RISKS. Use of Health and Wellness facilities, including but not limited to fitness room equipment, indoor pool, sauna, hot tub, and locker rooms have inherent risks which do not go away even in a controlled environment. While it is impossible to enumerate all of the possible ways in which injuries may occur, some examples are: (1) misuse of equipment or facilities; (2) physical contact with equipment; (3) failure of the facilities or equipment; (4) mental or physical health problems of myself or others; and (5) negligence of myself, of other participants, or of other Releasees.

- A. I understand that the above list is not complete and that other unknown or unanticipated risks may result in bodily injury, property damage, permanent disability, paralysis, death, or other loss for me or for others.
- B. In both supervised and unsupervised activities, I acknowledge that all participants are responsible for their own safety.
- C. I acknowledge that I have responsibilities as a participant to discontinue my participation if I believe the conditions are unsafe.
- D. I have no mental or physical problems or limitations that might compromise or affect my ability to participate in Health and Wellness activities.
- E. I represent that I am fully capable of participating in these activities without causing harm to me or others.

- F. I agree to follow all Mountain View Grand policies, rules, and regulations as the same may be amended from time to time.
- G. I acknowledge that Mountain View Grand staff is, and have been available, to answer any questions about the nature and physical demands of these activities and the risks associated with these activities.
- H. I understand that the presence of Mountain View Grand personnel is absolutely no assurance of my safety or the mitigation of any of these risks.
- I. My participation in Health and Wellness activities is purely voluntary and I choose to participate in Health and Wellness activities in spite of, and with complete knowledge of, the risks of injury.

I assume and accept full responsibility for those risks identified here and for those risks not identified, and for bodily injury, property damage, lost or stolen property, permanent disability, death, paralysis, or other loss suffered by me as a result of those risks, my own negligence or other conduct, or the negligence of the Releasees.

II. **RELEASE.** I HEREBY WAIVE, RELEASE, AND DISCHARGE (AND COVENANT NOT TO SUE) THE RELEASEES FROM ALL LIABILITIES, CLAIMS, DEMANDS, LOSSES, DAMAGES OR CAUSES OF ACTION RELATED TO ANY INJURY TO, OR ILLNESS, DEATH, PERMANENT DISABILITY, OR PARALYSIS OF, ANY PERSON (INCLUDING ME), OR DAMAGE TO ANY PROPERTY (INCLUDING MINE), (WHETHER OR NOT AS A RESULT OF THE NEGLIGENCE OF ANY OR ALL OF THE RELEASEES) RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH MY PARTICIPATION IN HEALTH AND WELLNESS ACTIVITIES AND MY USE OF MOUNTAIN VIEW GRAND EQUIPMENT AND FACILITIES, INCLUDING BUT NOT LIMITED TO FITNESS ROOM EQUIPMENT, INDOOR POOL, SAUNA, HOT TUB, AND LOCKER ROOMS.

III. **INDEMNIFICATION.** I HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASEES FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION, LIABILITY, OR JUDGMENT (INCLUDING WITHOUT LIMITATION, LEGAL FEES ASSOCIATED WITH DEFENDING SUCH CLAIM), RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH MY PARTICIPATION IN HEALTH AND WELLNESS ACTIVITIES AND MY USE OF MOUNTAIN VIEW GRAND EQUIPMENT AND FACILITIES, INCLUDING BUT NOT LIMITED TO FITNESS ROOM EQUIPMENT, INDOOR POOL, SAUNA, HOT TUB, AND LOCKER ROOMS.

I have carefully read, understand, and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon me, my family, my heirs, executors, administrators, and representatives. I agree that if any portion of this Agreement is held to be invalid, the balance of this Agreement shall continue in full force and effect.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT AND HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature of Participant [_____]
 (18 years and older must sign)

Date _____ / _____ / 20____

INDEMNIFICATION. I ACKNOWLEDGE THAT MOUNTAIN VIEW GRAND IS RELYING UPON MY SIGNATURE AS PARENT OR GUARDIAN OF MY CHILD OR WARD. I AGREE THAT, IF DESPITE THIS AGREEMENT, A CLAIM IS MADE BY OR ON BEHALF OF MY CHILD OR WARD AGAINST THE RELEASEES, I WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LOSS, LIABILITY, DAMAGE, OR COST WHICH MAY INCUR AS A RESULT OF SUCH CLAIM, INCLUDING WITHOUT LIMITATION, LEGAL FEES ASSOCIATED WITH DEFENDING SUCH CLAIM BROUGHT BY OR ON BEHALF OF MY CHILD OR WARD.

Parent(s) or Guardian(s) must sign below for any participating minor (those under 18 years of age) and agree that they are subject to all the terms of this Agreement, including, without limitation, the Indemnification paragraph set forth above.

Signature of Parent/Guardian [_____]

Date _____ / _____ / 20____