



MEMBERSHIP APPLICATION AND AGREEMENT

APPLICATION INFORMATION

MEMBER 1: First Name _____ Middle _____ Last _____ Date of Birth _____ Gender _____ Member # _____

Home Address _____ City _____ State _____ Zip Code _____

Social Security Number _____ Cell Phone _____

Place of Employment _____ Business Phone _____

MEMBER 2: First Name _____ Middle _____ Last _____ Date of Birth _____ Gender _____ Member # _____

I acknowledge and agree to a non-refundable annual enhancement fee of \$25 due at the time of sign up and will be charged annually thereafter. This fee is assessed to support facility maintenance, equipment upgrades, and general operational improvements.

Member Initials _____

DEPENDENT MEMBERSHIP INFORMATION

Check box to restrict dependent(s) from charging on account

☐

Name	DOB	M/F	Age	Mbr#
<input type="checkbox"/> Name	DOB	M/F	Age	Mbr#
<input type="checkbox"/> Name	DOB	M/F	Age	Mbr#
<input type="checkbox"/> Name	DOB	M/F	Age	Mbr#

AGREEMENT TYPE

☐ 12-MONTH _____
☐ Month-by-month _____
☐ Other _____

PAYMENT OPTIONS

I authorize the Louisiana Athletic Club ("Club") to deduct my total between the 1st and 5th of each month from either a bank account or credit card. This authorization is to remain effective until the Club has collected for all charges assessed in connection with the terms and conditions of the Membership Agreement. I have the right to stop payment on an automatic debit by notifying my bank. This, however, does not void my Agreement with the Club to fulfill my payment commitment, and I am obligated to pay by some other method.

MEMBERSHIP TYPE

☐ Single 16 years of age or older.
☐ Couple Legally married couple or parent and child (natural or adopted) between the ages of 12-21 currently enrolled in school, over which parent has legal guardianship or tutorship. Children between the ages of 12-15 must be accompanied by their parent at all times.
☐ Family Primary member, member's spouse (legally married), and/or children (natural or adopted) between the ages of 12-21 currently enrolled in school, over which parent has legal guardianship or tutorship. Children 12-15 must be accompanied by their parent at all times. Free childcare included in family membership.
☐ Corporate / Senior _____

MEMBERSHIP FEES

Enrollment Fee _____
Prorated Dues _____
Next Month's Dues _____
Subtotal _____
Sales Tax _____
Total Collected _____
Collection Type:
☐ CA ☐ Ck(# _____) ☐ CC
Monthly Dues _____
Sales Tax _____
Total _____

WAIVER LIABILITY

Member Initials _____ I have read and understand the Membership Cancellation Policy summarized on the reverse.

I acknowledge my attendance at or use of the Club or participation in any of the Club's activities or programs, including without limiting my use of the Club's equipment and facilities, could cause injury to me. As a material consideration for the Club to permit me to become a member and to permit me and my guests that Club policies permit to use the Club and its facilities, I, on my own behalf and on behalf of my guests, hereby assume all risks of personal injury, death, property loss or other damages which may result from or arise out of attendance at or use of the Club or any of the Club's health or advisory services or participation in any of the Club's programs or activities. The foregoing risks shall include, but not be limited to, risks associated with: aerobics; fitness equipment; weight lifting; team and individual sports; exercise; locker room; steam bath; swimming; pools; dining; massage; spa; nursery; obstacle course; adventure sports; parking; environmental; theft; and contagion. I understand that the foregoing waiver of liability on my behalf and on behalf of my guests shall apply to any and all claims against the Club and/or its owners or managers, or any of their respective shareholders, officers, directors, employees, agents or affiliates (collectively, the "Club Affiliates") for any such personal injuries, property loss or other damages connected to or arising out of any of the aforesaid risks.

I, on behalf of myself and my heirs, executors, administrators and assigns, fully and forever release and discharge the Club and the Club Affiliates, and each of them, from

☐ Checking Account _____ Bank Name _____
☐ Credit/Debit Card _____
Card processing fee of \$2/month applies for debit/credit cards
Account Routing Number (voided check required to process) _____
Account Number _____

Credit Card Number _____ Expiration Date _____

Print Name _____ Signature _____

any and all claims, damages, demands, rights of action or causes, present or future, known or unknown, anticipated or unanticipated, resulting from or arising out of my attendance at or use of the Club or any of the Club's health or advisory services or my participation in any of the Club's activities or programs, including those which arise out of negligence of the Club and/or the Club Affiliates. Further, I hereby release and discharge the Club and the Club Affiliates from any and all liability for any loss, or theft of, or damage to personal property, including without limitation automobiles and the contents of lockers. I acknowledge I have carefully read the Waiver and Release and fully understand it is a waiver and release of liability.

I represent to the Club I am physically fit to perform those activities which I may undertake at the Club and that I am solely responsible for all health risks associated with such activities. I understand that any evaluation or assessment of my physical fitness and any recommendation of activities made by the Club shall not be a substitute for obtaining such evaluation assessment or recommendation from my physician before undertaking a physical exercise program or engaging in any of the activities at the Club.

By signing this membership agreement, I have reviewed and concur all information in this agreement is correct to the best of my knowledge and belief. I agree to the above agreement and all terms and conditions listed on the front and reverse of this form. I agree to accept financial responsibility for all individuals listed on this form.

MEMBER 1: Signature _____ Date _____

MEMBER 2: Signature _____ Date _____

ACCEPTED BY (For Office Use Only) _____ REPRESENTATIVE _____ REFERRED BY _____ Date _____

Louisiana Athletic Club * 1135 Expressway Drive * Pineville, Louisiana 71360 * 318-487-1000 * FAX 318-445-5020
Louisiana Athletic Club - Alexandria * 1804 MacArthur Drive * Suite B-304 * Alexandria, Louisiana 71301 * 318-445-9006 * FAX 318-445-9366
Owned by Louisiana College

MEMBERSHIP TERMS AND CONDITIONS

CLUB POLICIES AND PROCEDURES

You have received a copy of the Club policies and procedures ("Club Policies") governing the conduct of members and their guests, to the extent, if any, that your guests are permitted to use the Club and its facilities. You agree that you and your permitted guests will follow Club Policies, as amended from time to time. You agree that you and your family members approve of having your picture taken and placed on your membership account. Membership does not confer any ownership of the Club's property or assets.

Agreement: If you have selected a 12-month option on the front of this agreement, you have agreed to be a member of the Club for twelve (12) consecutive months from the start date of your membership. After which, your membership converts to a month-to-month agreement until the Club receives your 30-day written notice of resignation. If you have selected the month-to-month agreement, or the 12 month agreement that has been converted to a month-to-month agreement, you are subject to a dues increase at such time the Club deems necessary.

Member's Right to Cancel: You have the right to cancel this agreement within fourteen (14) calendar days of signing this agreement. To cancel this agreement, you must deliver in person or by certified mail (return receipt requested), the signed and dated copy of this cancellation notice or any other written notice of cancellation to the Louisiana Athletic Club at the address below no later than midnight of the fourteenth business day after you sign the agreement.

If you cancel within this period, the Louisiana Athletic Club must send you a full refund of any money you have paid. A reasonable expense fee, not to exceed fifteen dollars (\$15) may be charged if you have received your first service under the agreement. The Club must also cancel and return to you, within twenty (20) business days, any papers you have signed.

To expedite your cancellation, please include with the cancellation notice your membership receipt or membership cards and any other items provided to you by the Club pursuant to your membership.

PAST DUE ACCOUNTS

Membership accounts must remain current. In order to remain current, payments are due within 20 days of billing date. Any member whose account remains unpaid thirty (30) days after the date charged may, at the discretion of the Club, have his or her membership privileges terminated. Members will be liable for any collection fees, reasonable attorney's fees, court costs and other expenses incurred by the Club in collecting an overdue account.

Returned Check Charges: Checks returned for non-sufficient funds (NSF) may be sent directly to a check collection service and may not be handled by the Club. NSF checks are subject to a \$30 fee.

MEMBERSHIP FEES

All membership fees are subject to change at the Club's sole discretion, except that prepaid membership fees are not subject to increase until the expiration of the current prepaid term.

CLUB'S RIGHT TO TERMINATE

The Club may terminate this membership Agreement if you are in violation of Club Policies, make false representation of information in this Agreement, or for any reason without notice at any time. If your membership is terminated due to your violation of Club Policies or false

representation of information, you shall be responsible for the payment of all monthly dues and other fees under the Agreement. The Club shall refund any unused portion of prepaid fees collected on behalf of this Agreement if your membership is terminated for other reasons. Any personal or private information or material acquired from you as a member, including but not limited to answers to tests or questionnaires, photographs, or background information, shall be returned to you within 30 days after the expiration of this Membership Agreement or the termination for any reason of services under this Agreement.

MEMBERSHIP INFORMATION

Questions regarding your membership should be directed to Membership Services or the Club.

ASSIGNMENT OF AGREEMENT

You may not sell, assign or transfer your membership. The Club has the right to assign this agreement.

COMPLETE AGREEMENT AND APPLICABLE LAW

The terms of the reverse side and this side, any Attachments hereto and the Club Policies constitute the full agreement between you and the Club, and no oral promises are made a part of this Agreement. Louisiana law governs this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in a manner so that it will be effective and valid under applicable law. If any provision of the Agreement is held invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permissible and the remaining provisions shall nonetheless be enforceable according to their terms.

RELOCATION POLICY

If you relocate 25 miles or more from the Club or a substantially similar facility that would accept the Club's obligations under this Agreement; (ii) the Club facilities are relocated 25 miles or more from your residence or are closed and substantially similar facility that would accept the Club's obligations under this Agreement is not within 25 miles of your residence; or (iii) by reason of death or disability, you are unable to receive benefits from membership. In the event of your relocation, death or disability, written notice of such event and a termination request must be provided to the Club, and you will be responsible for only that portion of the Membership Agreement charges allocable to the time prior to the relocation, death or disability. Verification of your relocation must be provided in writing 30 days prior to the effective date of termination. After the initial one year term membership has expired, this Agreement shall automatically continue from month to month at the prevailing rate, which is subject to change, until 30 days written notice of termination is provided by you to the Club.

CANCELLATION POLICY

Class or Service: Classes, lessons, and services require a 24-hour cancellation notice by phone unless otherwise noted.

Membership: A club resignation form must be filled out with a 30-day notice by the 6th of the month. For example, if your resignation request is received November 7, the effective date of resignation is December 31.

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**NEW MEMBER
WAIVER OF LIABILITY, RELEASE
AND ASSUMPTION OF RISK
FOR FITNESS CENTER PARTICIPATION**

PARTICIPANT INFORMATION: (MUST BE AGE 18 OR OLDER TO COMPLETE THIS FORM)

Name	Date of Birth	Gender
Address		City, State and Zip Code
Telephone No.	Email address	
Emergency Contact	Telephone No.	Relationship

IN CONSIDERATION OF the risk of injury that exists while participating in FITNESS EXERCISE (hereinafter the "Activity"); and
IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same.

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this **WAIVER OF LIABILITY, RELEASE AND ASSUMPTION OF RISK** and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge **LOUISIANA ATHLETIC CLUB**, located at 1135 Expressway Dr, Pineville, Louisiana 71360, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend, and hold harmless the Releasees against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Louisiana Athletic Club and its affiliates to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, severe injury, and property loss. I agree not to participate in the Activity unless I am medically able and professionally trained, and I agree to abide by the decision of the Louisiana Athletic Club and its affiliates official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER OF LIABILITY, RELEASE AND ASSUMPTION OF RISK" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE LOUISIANA ATHLETIC CLUB AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Louisiana Athletic Club and its affiliates FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Louisiana Athletic Club and its affiliates, its agents, and employees.

I agree that this Release shall be governed for all purposes by Louisiana law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER OF LIABILITY, RELEASE AND ASSUMPTION OF RISK SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant and Louisiana Athletic Club and its affiliates agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant's Legal Name (Printed): _____

Participant's Signature: _____ Date: _____

LAC Staff Signature: _____ Date: _____