

Mt. Park HOA
 Official Use Only
 Received By: _____
 Date: _____
 Inputted By: _____
 Verified By: _____



Patron Membership Contract

Primary Member

(Please Print)

Name: _____ Birthday: ____/____/____
FIRST LAST

Address: _____
STREET CITY STATE ZIP CODE

Primary Phone Number: _____ Secondary Phone Number: _____

E-Mail Address: _____

Emergency Contact Name: _____
FIRST LAST

Emergency Contact Phone Number: _____

Membership Type

(Please Circle)

Individual Double Family PlaySchool Family PIF (Paid in Full)

Other Members

Full Name	Birth Date	M/F	Emergency Contact	EC Phone Number

Membership Information

Initiation Fee:	OR	Monthly Dues:
Prorated Fee:		Payment Receipt Date:
Prorated Dates:		Total Due:

Payment Preference

Name of Bank: (void check required)	OR	Card Type: Visa MasterCard Discover
Checking Account #:		Credit Card #:
Routing #:		Expiration: Zip#:
Member Initials: Date:		

Terms & Fees

- **Term** – This agreement is month-to-month, commencing upon receipt by Mountain Park of a (1) properly completed Patron Membership Contract and (2) check payment of the initial fees. The term shall automatically renew on the first day of each month on the same terms and conditions (subject to Mountain Park HOA's right to increase fees upon 30 days' prior notice) upon receipt by Mountain Park HOA of payment of Patron fees as prescribed herein.
- **Fees** – Patron fees shall be billed on the first day of each month. Fees will be prorated to that date at time of submitting this contract. Patrons must enroll in the Mountain Park Automatic Monthly Payment Plan for payment of fees. **NOTE:** In order to receive the discounted Playschool Family rate, your child must be registered **AND** actively attending The Playschool at Mountain Park.
- **Termination** – Termination of this agreement can be done by the primary account holder only. A Mountain Park HOA Termination of Patron Contract form must be completed in person by the primary account holder unless unable to do so and meets approved not-in-person reason. A full 30-day notice must be given. The membership will end on the last day of the month following the 30 days. (Example: If Termination of Patron Contract form is received on the 10th of June, the contract will terminate on the July 31st.) The final date of payment and final date of use of facilities will be written on termination form and be signed by primary member and Mt. Park staff.
- **Relocation-** If the primary member has relocated outside of a 25-mile radius of Mt. Park Clubhouse, they may terminate via email. They must submit proof of relocation and letter stating desire to cancellation of membership.
- **Membership Changes-** Only the primary member can make changes to the membership contract. A new contract will be completed with each upgrade. **Upgrading-** The primary member is allowed to upgrade membership at any time. At the time of upgrade the prorated difference between memberships, as well as the difference between initiation fees will be due. **Downgrading-** The primary member is allowed to downgrade membership at any time. The new membership rate will commence with the next billing date after the filling for downgrade of membership.
- **Suspension-**A patron may suspend the membership for the following reasons Medical- to suspend membership due to medical reasons, a doctor's note stating that you are unable to partake in physical activity due to a medical reason. Doctor's note must be submitted by the 1st of the month to be effective for that month. (Example: If submitted on the 10th of a month, the suspension will take effect on the first of the following month.) Once the doctor's note is submitted you will have 90 full calendar days of the membership suspended. At the end of the 90 days payment will restart at the rated sated in contract. Military- to suspend membership for extended military duty, a copy of deployment orders must be submitted to the Clubhouse. The suspension will run the length of stated duty; if military duty is extended then reimbursement for payments after initial date will be grated if paperwork stated duty was extended is submitted. Military orders must be submitted by the 1st of the month to be effective for that month.
- **Contracts** – Contracts are non-transferable.
- **Cancellation Due to Death or Disability** – You, or your estate, have the right to cancel this agreement of Patron if Patron dies or becomes physically unable to use a substantial portion of the Mountain Park amenities. To cancel under this paragraph, you must send to us, proof of death or disability and date of onset. Following cancellation, you will receive a prorated refund of monthly fees paid from date of onset to end of term.
- **Rights of Enjoyment** – Patrons will have access to all Mt. Park Clubhouse amenities and will receive resident rates when additional fees apply.
- **Reservation of Rights** – We reserve the right, at any time, to alter the hours of operation, and the right to amend the cost of, add, modify and/or eliminate any program, facility, activity, class or service at the clubhouse. Classes and equipment are available subject to demand and may be crowded at peak hours or may be discontinued or times changed if demand fluctuates.
- **Patron Rules and Regulations** – You agree to follow all rules and regulations now in force or in the future adopted by us. We reserve the right to revoke or suspend your agreement, without refund, if you or any of your guests fails to follow any rules and regulations, for reasons of nuisance, disturbance of our members, moral turpitude or fraud, or if we determine that your actions may endanger yourself or other persons.
- **Identification of Clubhouse Patrons** – Patrons will be provided a ClubCard that must be presented upon each visit.
- **Rules** – All Patrons are subject to the rules and policies set forth by the Management.

Initials: _____

Initials: _____

Waiver & Release, Liability, and Responsibility

1. Waiver and Release

In consideration of my use of the exercise equipment and facilities provided by the Association, I expressly agree and contract, on behalf of myself, my heir, executors, administrators, successors and assigns, that the Association and its insurers, employees, officers, directors, managers and the Association, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on or about the Mt. Park facilities and common properties, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the company. By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge the company, its insurers, employees, officers, directors, manager and agents, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold the Association harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

I agree to be solely responsible for safety and wellbeing of my guest and myself. I understand that the Association does not provide supervision, instruction, or assistance for the use of the facilities and equipment.

I agree to comply with all rules imposed by the Association regarding the use of the facilities and equipment and to ensure that members on contract and guest brought in do so. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose, and to ensure that members on contract and guest brought in do so.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that the Association is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

I have read the foregoing waiver and release of liability and voluntarily execute this document with full knowledge of its content.

- 2. Patron's Responsibility as to Use of the Clubhouse** – You should consult with your physician before using our services and clubhouse. You understand and acknowledge that we have no expertise in diagnosing, examining or treating any medical condition. You agree that you will not use the clubhouse with any medical condition, including open cuts, sores, infections, maladies or inability to maintain personal hygiene, if such condition poses a direct threat to the health and safety of yourself. Mountain Park reserves the right, however, to make the final determination in this regard.

3. Buyers Right to Cancel

If you wish to cancel this agreement without penalty, the primary account holder filling out a Mountain Park Termination of Patron Contract form in person at the Clubhouse within 3 days of acceptance of the gully completed Patron Use Contract. The termination notice must be signed by the primary account holder and a Mountain Park member of staff.

Signature: _____ Date: _____