

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



Patron Membership Contract

Primary Member

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

Individual

Double

Family

Other Members

Patron 1
Name:
Phone #:
DOB:
E-Mail:
Emergency Contact:
Emergency Contact Phone #:

Patron 2
Name:
Phone #:
DOB:
E-Mail:
Emergency Contact:
Emergency Contact Phone #:

Patron 3
Name:
Phone #:
DOB:
E-Mail:
Emergency Contact:
Emergency Contact Phone #:

Patron 4
Name:
Phone #:
DOB:
E-Mail:
Emergency Contact:
Emergency Contact Phone #:

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) payment of the initial fees. The terms shall automatically renew on the date of the approved contract (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 each month on the date of their approved contract. Patrons must enroll in the Mountain Park Automatic Monthly Payment Plan for payment of fees. By signing this contract, I hereby authorize MPHOA to initiate debit entries to my United States checking account or credit card provided. This authority will remain in effect until MPHOA receives a 30-day written termination notice from me. If my above financial account lacks sufficient funds, I agree that this contract will terminate, and I will cover any collection costs.
- **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 writing by the primary account holder. A full 30-day notice must be given. The final date of payment and final date of use of facilities will be written on the termination form and be signed by primary members and Mt. Park staff.
- **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 difference between memberships 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 filing 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. Once the doctor's note is submitted you will have 90 full calendar days of membership suspended. At the end of the 90 days payment will restart at the rate stated in the 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 an initial date will be granted if paperwork stated duty was extended is submitted.
- **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.
- **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 fail 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 with a Member ID 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 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 the 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 guests brought in do so. I agree to always conduct myself in a controlled and reasonable manner, 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 in 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 executed 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 fills 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: _____