



CONTACT INFORMATION

Your Name: _____

Address: _____

Preferred Telephone: _____ Alternate Telephone: _____

E-Mail Address: _____

Emergency Contact: _____

Relationship: _____ Telephone: _____ Email: _____

Have you ever had a membership at The Club? Yes No Birth Date: _____

FAMILY MEMBERS* YOU WANT INCLUDED ON THE CONTRACT *Including yourself on line 1*

First Name (and last, if different)	Birth Date	Place of Employment	Military Service	Student
1.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No School: _____
2.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No School: _____
3.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No School: _____
4.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No School: _____
5.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No School: _____

* Additional Members on application must reside at the same address as initial contract member.

There is an enrollment fee of \$59.00 for new members.

Membership Type:

Single Family* Senior Student Other

Membership Term:

One Month Three Months PIF Six Months (Credit or debit information required)

Twelve Months (Credit or debit information required) * see membership rate chart

Do you want to pay the full amount? Yes No

Payment Plan:

Credit Card (Name, number, expiration date, and CVV code required)

Name on card: _____ Card #: _____ Exp.: _____ CVV: _____

Debit Card (Name, number, expiration date, and CVV code required)

Name on card: _____ Card #: _____ Exp.: _____ CVV: _____

Signature: _____ Date: _____

BERLIN RESORT, LTD. Waiver and Release of Liability. I am more than eighteen years of age, and my family* (if applicable) and I are voluntarily participating in the fitness activities provided by Berlin Resort, Ltd. dba The Club at Berlin Resort (collectively "Berlin Resort"). I understand that the pool and other facilities will be unsupervised and that my family* members (if applicable) and I should consult our physicians before undertaking or participating in any physical activities and we certify that our health and mental and physical conditions are adequate to meet the requirements of the activities, which include, but are not limited to: swimming, walking, running, weightlifting, and using exercise machines or any other equipment in The Club at Berlin Resort or Berlin Resort pool or spa (collectively "Fitness Activities"). My family* (if applicable) and I understand that our participation in the Fitness Activities creates a risk of injury, permanent disability or death. My family* (if applicable) and I, for ourselves, our heirs, personal representatives, successors and assigns, hereby: (1) waive any and all claims, and (2) release any and all liability resulting from my participation in the Fitness Activities and from any personal injury or indemnify and hold harmless from any liability the following individuals and entities: Berlin Resort, Ltd. its directors, officers, shareholders, employees – including personal trainers and group fitness instructors, agents, insurers, affiliates, predecessors, successors, and parents and sister organizations. My family* (if applicable) and I understand that we are being permitted to participate in the Fitness Activities by Berlin Resort, Ltd. and the above-named individuals and entities in reliance upon this Waiver and Release of Liability, and that my family* (if applicable) and I do so at our own risk. I HAVE READ THIS DOCUMENT AND UNDERSTAND THAT BY SIGNING THIS WAIVER AND RELEASE OF LIABILITY MY FAMILY* (IF APPLICABLE) AND I MAY BE GIVING UP VALUABLE RIGHTS. WE DO SO VOLUNTARILY, AND WITH FULL KNOWLEDGE OF THE CONSEQUENCES.

ACCEPTANCE OF MEDICAL RISK: The Club at Berlin Resort agrees to permit this purchaser to use the facility, equipment and amenities in accordance with the rules and regulations of the club and the requirements for the purchased membership type. I agree to purchase and participate in the above selected Membership upon the understanding: I acknowledge that I have been advised of medical risks including physical injuries that may result from my, or any of my family* members' participation. I have consulted my personal physician and state I am physically capable of participation. I also state any family* member I have included in this membership has also consulted their personal physician and is physically capable of participation in tis membership. I recognize the risk of injury in any exercise program and accept membership with The Club at Berlin Resort with the express agreement and understanding that I accept any and all medical and injury risks, including death, and release and agree to indemnify and hold harmless The Club at Berlin Resort from any and all claims, costs, liabilities, and injuries incurred by myself or by any participating family* members while on the club premises, or utilizing club programs, services or equipment.

USE OF FACILITY RESTRICTIONS: I understand that use of the swimming pool and racquetball area is restricted during hours of maintenance, scheduled classes, leagues and private parties. The Club at Berlin Resort will use its best efforts to post these restricted times at least four days in advance of restriction whenever practicable. I agree to abide by and honor these restricted times.

FACILITY RULES: The Club at Berlin Resort rules include but are not limited to the following and are subject to change. These rules are enforced while in our facilities for your safety and convenience as well as the safety and convenience of other members and guests. Children 12 years of age and under are not allowed in the facility unattended.

Facility Rules	Ages 12 Years and Under	Ages 13 and Over
Fitness Rooms w/Weights-Equipment	NO	YES (13-15 with constant supervision of parent or coach)
Pool	YES with parent supervision	YES (13-15 with constant supervision of parent or coach)
Hot Tub, Sauna or Steam Room	NO	YES (13-15 with constant supervision of parent or coach)

•LOCKER ROOMS: Please respect the safety and comfort of other guests and members by only using gender appropriate locker rooms. A family changing room is available.

The Club at Berlin Resort reserves the right to terminate membership privileges for any individual who violates membership rules, the terms of this waiver, or uses the facility in an unsafe or otherwise improper manner, in the sole discretion of The Club. The Club at Berlin Resort prohibits any form of physical or verbal harassment, including abusive language, following someone in the facility, staring, intimidation, touching or lewd acts. Violation of this code of conduct will result in the non-refundable termination of membership.

FREEZE/CANCELLATION POLICY: Memberships may be put on a 1, 2, or 3-month freeze by submitting a request in writing to The Club @ Berlin Resort Financial Office, 5555 County Road 203, Millersburg, OH 44654 via USPS mail or hand delivery. The freeze must be made in consecutive months and may be used only once a year. There is a \$20.00 fee each time a membership is frozen unless injury prevents use of the facility, in which case a doctor's excuse must be provided with request.

Cancellation within 3 days of initial purchase: Consumer has the right to cancel in writing by midnight of the third business day after the transaction to enact the 3-day cooling off period. To cancel the contract, the consumer may write a letter to notify the seller of the cancellation. The cancellation is effective upon the postmarked date of the letter. Consumers also may cancel a contract by personally delivering the cancellation to the appropriate address of The Club @ Berlin Resort Financial Office, 5555 County Road 203, Millersburg, OH 44654. Again, the cancellation must be in writing. Under Ohio law, it is not acceptable to cancel a contract via e-mail, fax or telephone. To view the agreement go to: <http://berlinresort.net/fitness-center/>

Cancellation after 3 days of initial purchase: After the cooling off period, contractual memberships must be fulfilled except for specific events such as disability or death. In such events a letter may be sent via USPS mail or hand delivered to The Club @ Berlin Resort Financial Office, 5555 County Road 203, Millersburg, OH 44654. Membership contracts that have expired will be canceled automatically. To renew or continue expired memberships a new contract must be signed and submitted to the above address either by USPS mail or hand delivery.

Agree to Terms	Signature (anyone 16 and over on contract must sign)	Printed Name	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*Family denotes people residing at the same address under the same contract. Add signatures below as needed.