



MEMBERSHIP APPLICATION

MEMBER

ALL BLANKS MUST BE FILLED IN FOR MEMBERSHIP APPROVAL.

Your Name: _____ Birth Date: _____

Address: _____

Preferred Telephone: _____ Email: _____

Emergency Contact: _____

Relationship: _____ Telephone: _____

Have you ever had a membership at The Club? Yes No

Military Service: Yes No

There is an enrollment fee of \$35.00 for new members and re-enrollment (see below).

- Membership Type:
- \$30.00/month:** Full-Time Student, Senior 55+ or Military*
I am a full-time student at: _____
(Blank must be filled in for verification of student membership qualification.)
*Enrollment fee does not apply to Student, Senior 55+ or Military memberships.
 - \$35.00/month:** All Others
\$35.00 Enrollment Fee - *Enrollment fee applies if you are a new member or you are re-enrolling after a lapse in membership has occurred. Enrollment fee is covered under initial application if membership continues without lapse.

Membership Terms: All memberships are month to month and automatically renew each month unless cancelled. See cancellation procedure on waiver, on rate sheet and posted at The Club @ Berlin Resort.

NO CASH PAYMENTS WILL BE ACCEPTED. PLEASE DO NOT SUBMIT CASH. CREDIT OR DEBIT CARDS ONLY.

PAYMENT INFORMATION

*Must have payment information to activate membership.

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

Name on card: _____ Card #: _____

Exp.: _____ CVV: _____

Signature: _____ Date: _____

*www.berlinresort.net - Spa & Fitness - Fitness Center - Membership Application
Questions? Call 330-893-3101 during business hours T-F 9:00 am-4:00 pm.*

BERLIN RESORT, LTD. Waiver and Release of Liability. I am at least 13 years of age, and I am 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 I should consult my physicians before undertaking or participating in any physical activities and I certify that my 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"). I understand that my participation in the Fitness Activities creates a risk of injury, permanent disability or death. I, for myself, my 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. I understand that I am 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 I do so at my own risk. I HAVE READ THIS DOCUMENT AND UNDERSTAND THAT BY SIGNING THIS WAIVER AND RELEASE OF LIABILITY I MAY BE GIVING UP VALUABLE RIGHTS. I 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 participation. I have consulted my personal physician and am physically capable of participation in this 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 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. I also understand my contract will not be extended due to maintenance issues that prohibit me from using this facility.

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 through one month and then may be cancelled utilizing standard cancellation process. 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 CANCELLATION PROCEDURE: Membership contract will renew automatically each month until such a time as member specifies in writing either by USPS, hand delivery or email and receives a verification code for cancellation. Cancellations must be received two business days before last day of current contract, taking effect the next billing month; contracts will not be prorated. Once a membership has been cancelled, a new contract must be signed and submitted to 5555 CR 203, Millersburg OH 44654 either by USPS mail or hand delivery to The Club at Berlin Resort and placed in the drop box in order to re-instate membership.

I agree to the terms of this agreement: (IF MEMBER IS UNDER 18 YEARS OF AGE, A PARENT/GUARDIAN MUST ALSO SIGN)

Signature of Member

Printed Name of Member

Date

Signature of Parent/Guardian (if applicable)

Printed Name of Parent/Guardian

Date