



THE WELLNESS CENTER at The Jayhawk Club

1840 Birdie Way | Lawrence, Kansas 66047

www.thejayhawkclub.com wellness@thejayhawkclub.com

Membership Agreement

Date: _____ Member # _____ Expiration: _____

Member Name: _____

Email: _____ DOB ____/____/____ T-shirt size: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone (Home): _____ (Mobile): _____

Emergency Contact Name: _____ Phone: _____

How did you hear about us?: _____

Membership Type: _____ Referring Member: _____ Relationship: _____

Other members included under membership

Name: _____ DOB ____/____/____

Name: _____ DOB ____/____/____

Name: _____ DOB ____/____/____

Name: _____ DOB ____/____/____

Name: _____ DOB ____/____/____

Name: _____ DOB ____/____/____

Membership	Add-on	Upgrades	
<input type="checkbox"/> Commitment (12/mo) \$ _____	First \$ _____ Dependent \$ _____ Dependent \$ _____ Dependent \$ _____	<input type="checkbox"/> Pool (Single) \$ _____ <input type="checkbox"/> Pool (Couple/Family) \$ _____ <input type="checkbox"/> Child Care Unlimited \$ _____	
Total \$	Total \$	Total \$	
		Subtotal	\$ _____
		Tax	\$ _____
		Total monthly	\$ _____
Amount Due at Signing			
		Enrollment Fee	\$ _____
		Tax	\$ _____
		1 st month dues	\$ _____
		Total Due on Signing	\$ _____
Payment Information			
Credit Card: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Discover			
Card number: _____ Exp. Date: _____			
Signature: _____			
Billing Address (if different): _____			
Automatic Bank Draft:			
Bank Name: _____ Routing Number: _____			
Checking Account Number: _____ Savings Account Number: _____			

IMPORTANT NOTICES: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT WHEN YOU SIGN IT. 3. YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY. 4. SEE ADDITIONAL PAGE FOR ADDITIONAL TERMS AND CONDITIONS.

Member's Signature: _____ Date _____

(Parent or Guardian if under 18) Signature: _____ Date _____

The Jayhawk Club Authorized Signature: _____ Date _____

The Jayhawk Club General Manager Signature: _____ Date _____

The Wellness Center Terms of Agreement

Please Read and Understand These Terms Prior to Signing.

1. **Parties.** This agreement is by and between you and Eagle 1968 L.C., dba The Jayhawk Club (The Jayhawk Club) and its assigns. You agree that by signing this agreement, you have purchased a membership or services and agree to all the terms in this agreement as well as all other rules and regulations of the club.
2. **Membership.** This agreement is for membership in The Jayhawk Club as described on page 1, above (the "Membership"). Your membership allows you the use of the wellness center facilities – weight room, child care, locker rooms, fitness studios, member lounge and wellness consultations, and such upgrades as noted on page 1. You are required to comply with the terms of this agreement, including all rules and regulations adopted by The Jayhawk Club from time to time.
3. **Annual Fee.** You agree to pay an annual fee as part of your membership.
4. **Initial Term and Renewal of Membership.** The membership set forth above shall be subject to the initial term set forth above. After the initial term, your membership will be automatically extended on a month-to-month basis unless we receive a cancellation notice no less than 60 days prior to the initial term expiration. The Jayhawk Club may terminate this agreement and the membership at any time without cause by giving you 60 days' prior written notice. I acknowledge that membership rates are based on the term length of the agreement and that this membership is not transferrable or refundable.
 - A. **Moving:** If, prior to the expiration of the initial term, you change your residence outside a 30-mile radius of The Jayhawk Club, you may terminate this agreement as long as we have received at least 60 days' prior written notice and legitimate verification of the move.
 - B. **Membership Freeze:** If you are current in dues and in good standing, you may request a one-to-three (1-3) consecutive month freeze once per calendar year. The Jayhawk Club will have the sole discretion to grant the request for membership freeze, and, if the request is granted, you will be charged ½ of your monthly dues (+ tax) per month on leave and your initial membership term shall be extended by the length of the freeze period. A written freeze request form must be completed and approved by The Jayhawk Club no less than fourteen (14) days prior to the beginning of your first month of absence.
 - C. **Medical Freeze:** If a physical injury prevents you from using the club, you may request a medical freeze, with written notification from your doctor, for up to six (6) months per year. You will be charged ¼ of your monthly dues (+ tax) per month on leave and your initial membership term shall be extended by the length of the freeze period. A written medical freeze request form must be completed and approved by The Jayhawk Club no less than fourteen (14) days prior to the beginning of Member's first month of absence.
 - D. **Disability/Death:** If by reason of death or permanent disability, the Member(s) is unable to continue his/her membership, your estate or you shall be relieved from the obligations of this agreement, upon receipt of written notification.
5. **Release of Liability and Indemnity Agreement.** AS A MATERIAL CONDITION TO THE ACCEPTANCE OF YOUR MEMBERSHIP APPLICATION, YOU WILL BE REQUIRED TO EXECUTE A WAIVER OF LIABILITY AND INDEMNITY AGREEMENT IN A FORM ACCEPTABLE TO THE JAYHAWK CLUB, THE TERMS OF WHICH ARE HEREBY INCORPORATED BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN.
6. **Payment Terms.** By signing this agreement, you hereby authorize us to deduct payment through the bank or financial institution you have designated above for all reoccurring membership dues, unpaid dues, applicable taxes, retail transactions and other miscellaneous charges, service fees, improvement fees, and past unpaid dues and fees until such time as you revoke your authorization for that form of payment by written notification delivered to the club in person or postmarked via certified mail, or by notifying your financial institution.
 - A. **Late Payments and Default:** Any payment(s) made after the 15th day of each month are subject to a late fee not to exceed the lesser of \$25 or the maximum amount allowed under the Kansas Law. If you fail to make any payment under this agreement within 20 days of its scheduled due date it is our right to place your membership in default. Under default you will have no access to The Jayhawk Club until timely payment has been made, at which time your rights under this agreement will be restored.
 - B. **Attendance:** Your nonuse of The Jayhawk Club will not relieve you of your obligation to make payments as outlined herein.
 - C. **Default:** Should I default in my payment obligation, I agree to pay all costs of collection, including court costs and attorney's fees, to the fullest extent permitted by applicable law.
7. **Additional Terms and Agreements.**
 - A. **Lost and Found:** The Jayhawk Club is not responsible for personal items lost or left at The Jayhawk Club. Any items found at The Jayhawk Club will be kept for thirty (30) days and then donated or discarded.
 - B. **Valuables:** For your protection, do not bring valuables into The Jayhawk Club. The Jayhawk Club is not responsible for or liable to you for damaged, lost or stolen items. We are not liable for any stolen, damaged or tainted property while on or around our facility(s). Including but not limited to locker rooms, vehicles, and lounge.
 - C. **Damages:** You shall pay for any damage to The Jayhawk Club's property by you, your guests, or dependent children.
 - D. **Injury or Accident:** Any injuries or accidents must be reported immediately to The Jayhawk Club.
 - E. **Guests:** For safety reasons, you may not bring nonmember guests to The Jayhawk Club for any reason other than demonstration of the equipment for prospective membership.
 - F. **Facilities and Services.** The Jayhawk Club has the right at any time to remove, discontinue, repair or replace the equipment without any effect on this agreement. The Jayhawk Club also reserves the right to make any changes to the quantity or type of equipment and or services offered and any change in hours and days of operation. You understand that any equipment is available on a "first come first serve basis" and are subject to demand.
 - G. **Club Rules:** For your safety, you must abide by club rules, posted or un-posted, at all times, as adopted from time to time.
8. **Joint Liability.** Under this agreement, if one or more person(s) signs this agreement as a member, all signers will be jointly liable. You agree that we have the right to waive the enforcement of our rights as to one signer without affecting our rights to any other signer. Furthermore, you also agree that we can release any signer from his or her obligations without releasing any other signer from their obligations.
9. **Entire Agreement and Enforcement.** You acknowledge that no person acting on behalf of The Jayhawk Club has made any representations or promises upon which you relied that are not stated within this agreement. The only way this agreement may be changed is by a new written agreement signed by you and The Jayhawk Club. If a court declares any piece of this agreement to be null and void the remaining parts will continue unaffected. If we do not enforce any right stated within the agreement for any reason we do not waive our right to enforce it later.
10. **Governing Law.** This agreement will be governed by the internal laws of the State of Kansas.
11. **Notices.** Unless you notify us in writing of any change in your address or e-mail address, any notices we send you are sufficient if sent to your address or e-mail address as shown on this agreement. You will notify us within 30 days of any change in your address, telephone number, e-mail address or payment information.
12. **Limitation of Liability.** You acknowledge and agree that neither party shall be liable to the other party for any special, indirect, incidental or consequential damages arising out of this Agreement. Except as otherwise specifically set forth herein, The Jayhawk Club's total liability to you under or in connection to this Agreement shall not exceed the amounts paid or payable to The Jayhawk Club hereunder. Any action against The Jayhawk Club arising out of, resulting from, or related to the performance or breach of this Agreement shall be filed not later than three (3) months after the cause of action has accrued.
13. **Meaning of Words.** In addition to defined terms appears elsewhere in this, as used in this agreement, the term(s) "The Jayhawk Club, wellness center, club, facility, agents, representatives, officers, directors, successors, affiliates, and employees" shall collectively refer to "Eagle 1968, L.C., a Kansas limited liability company", and the term(s) "you" and "your" shall refer to member(s) and any other authorized persons defined herein "The membership agreement". Furthermore, the term(s) "we", "us" and "our" shall refer collectively to "Eagle 1968, L.C., a Kansas limited liability company".



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LIABILITY WAIVER AND RELEASE

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

I understand and acknowledge that by signing below I am legally agreeing to the statements in this Liability Waiver and Release (the "Agreement"). I understand and acknowledge that these statements are being accepted and relied upon by Eagle 1968, L.C., a Kansas limited liability company (referred to herein as "The Jayhawk Club"), and their employees, agents, officers, and owners (collectively, the "Released Parties"). I hereby freely and voluntarily acknowledge and agree as follows:

1. Because physical exercise can be strenuous and subject to risk of serious injury, I acknowledge that I should obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. I agree that if I engage in any physical exercise or activity, or use any club amenity on the premises or off premises including any sponsored club event, I do so entirely at my own risk. Any recommendation for changes in diet including the use of food supplements, weight reduction and/or body building enhancement products are entirely my responsibility and I should consult a physician prior to undergoing any dietary or food supplement changes. I agree that I am voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury, illness, or death.
2. This waiver and release of liability includes, without limitation, all injuries which may occur, regardless of negligence, as a result of: (a) my use of all amenities and equipment in the facility and my participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment, (c) any instruction, training, supervision, or dietary recommendations I receive in connection with my use of the wellness center, (d) any negligence of the Released Parties, and (e) my slipping and/or falling while in the club, or on the club premises, including adjacent sidewalks and parking areas.
3. **I IRREVOCABLY AND UNCONDITIONALLY EXPRESSLY AGREE TO RELEASE AND DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST THE RELEASED PARTIES FOR NEGLIGENCE, PERSONAL INJURY OR PROPERTY DAMAGE. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM AND AGAINST ALL LOSS, CLAIM, DAMAGE, LIABILITY, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER COSTS OF LITIGATION) ARISING FROM ANY ACTION, CLAIM OR PROCEEDING BROUGHT AGAINST ANY OF THEM BY ANY OF MY GUESTS OR FAMILY MEMBERS USING THE JAYHAWK CLUB'S FACILITIES, EITHER WITH OR WITHOUT MY CONSENT, KNOWLEDGE OR SUPERVISION.**
4. Should any part of this Agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then the remainder of this document will remain in full force.
5. I AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS WAIVER AND RELEASE FORM, I UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY SIGN IT, OR, THAT I AM THE LEGAL GUARDIAN OR PARENT OF ANY PERSON UNDER THE AGE OF EIGHTEEN (18) AND THAT I KNOWINGLY AND VOLUNTARILY EXECUTE THIS RELEASE ON BEHALF OF MYSELF AND MY CHILD/DEPENDENT.

MEMBER:

Signature: _____

Printed Name: _____

Date: _____

Name of Child/Dependent (if applicable): _____