

Membership Agreement 2022

Athletic Club at the Westin

PO Box 9690
Avon, CO 81620
970-790-2051

- Individual \$140/per month + \$150 initiation fee**
*3 month minimum agreement
- Family \$250/per month + \$250 initiation fee**
*3 month minimum agreement
- Individual \$250 ONE Month only**
- Family \$350 ONE Month only**

<u>CLUB USE ONLY</u>	
Date received: _____	By _____
Membership Profile Created: _____	
CC# Entered in Profile: _____	Last 4: _____
Member ID: _____	Name: _____
Member ID: _____	Name: _____
Member ID: _____	Name: _____
Member ID: _____	Name: _____
Listed in Membership Stats/Email _____	
Scanned/ Uploaded _____	
Email Confirmation _____	

Name _____ Phone (_____) _____
Work (_____) _____

Email Address _____ Birth date ____/____/____

Mailing Address _____ City _____ State _____ ZIP _____

Employer _____ How did you hear about us? _____

Year Round Resident: Yes No Seasonal Resident: months _____

May we send you member newsletters, Club updates and spa promotions via email? Yes No

Fitness Club interested: Yoga Swimming/pool Pilates Movement Weight Room Cycling

Family membership:

Spouse Name _____ Spouse Birth date ____/____/____

Spouse Phone (_____) _____ Spouse Email Address _____

Child (ages 16-23 only) _____ Birth date ____/____/____

Child (ages 16-23 only) _____ Birth date ____/____/____

Emergency contact _____ Emergency contact relation _____

Emergency contact phone (_____) _____

Membership agreement

Cancellation No Cancellation fees apply. I understand should I decide to cancel within a monthly membership term; I will not receive a refund of dues for the current month. Memberships are renewed automatically on the 1st of each month and charged to the credit card on file. To cancel my membership, I must complete a CANCELLATION REQUEST FORM to the Athletic Club at The Westin manager 30 days in advance. My resignation will become effective on the last day of the month and dues will be charged for the full month. *All dues must be paid in full before the membership can be terminated.* (Initial here _____)

Suspension/Restarting Agreement I am allowed to suspend my membership for 2 consecutive months in one calendar year. A SUSPENSION FORM MUST BE FILED WITH THE ATHLETIC CLUB STAFF 30 DAYS PRIOR TO SUSPENSION. A \$50 fee per suspended month is charged. I understand that should I decide to cancel and begin a new membership contract I will be responsible for a new Initiation fee (Initial here _____)

Liability Waiver All exercise and fitness participation is done at the risk of the member or his/her family. Athletic Club at The Westin is not liable for personal injury, theft, or loss of personal property. By signing this agreement, I agree to indemnify, defend and hold the owner and the operator of the Westin Riverfront Resort & Spa, Athletic Club at The Westin and Spa Anjali, harmless against all claims, liabilities, losses, damages, suits, judgments, and expenses (including without limitation reasonable attorneys' fees) arising in connection with the negligence or willful act or omission of the member in or around the Westin Riverfront Resort & Spa, Athletic Club at The Westin /Spa Anjali premises. (Initial here _____)

Financial Agreement I agree to a month-to-month membership to Athletic Club at The Westin. This membership is payable monthly via credit card (personal checks not accepted) on the 1st of the month. Memberships commencing after the 1st of the month will be pro-rated for the first month, and the monthly contract will begin on the 1st of the following month. A late fee of \$25 will be added for late payment following the 10th of the month. Any unpaid dues will be sent to collections after 60 days. My failure to regularly attend or utilize the Athletic Club at The Westin facilities and/or privileges of my specific membership type does not relieve me of my obligation, regardless of the circumstances, to pay the monthly account fee. I authorize membership dues and fees if applicable, will be charged to the credit card on file. I hereby certify that this card is issued to me and all disputes on my account will be directed to Athletic Club at The Westin. Athletic Club Westin management holds the right to adjust membership dues.

General Terms & Rules of Membership

Athletic Club at The Westin

126 Riverfront Lane
PO Box 9690
Avon, CO 81620
970-790-2051

Financial Agreement Continued I understand if I have an unpaid balance to Athletic Club Westin and do not make satisfactory payment arrangements, my account may be placed with external collection agency. I will be responsible for reimbursement of the fee of any collection agency, which may be based on a percentage at a maximum of 35% of the debt, and all costs and expenses, including reasonable collection and attorney's fees incurred during collection efforts. In order for Athletic Club Westin or their designated external collection agency to service my account and where not prohibited by applicable law, I agree that Athletic Club Westin and the designated external collection agency are authorized to (i) contact me by telephone at the telephone number(s) I am providing, including wireless telephone numbers, which could result in charges to me, (ii) contact me by sending text messages (message and data rates may apply) or emails, using any email address I provide and (iii) methods of contact may include using pre-recorded/artificial voice message and/or use of an automatic dialing device, as applicable. (Initial here _____)

Athletic Club at The Westin is managed by East West Resorts. Management reserves the right to amend these terms and conditions and any other policies or rules pertaining to membership and the use of the club facilities.

All memberships are licenses, which shall permit the holders the right to use the facilities of The Athletic Club Westin are subject to these terms and conditions. Amendments and/or changes in policies and rules shall apply to all members notwithstanding the date of membership. It is expressly agreed and understood that the members shall neither individually nor collectively have any voting rights or other proprietary rights or interest in the properties, assets, premises or its facilities of operation of the Club.

Membership

- **Individual:** One person
- **Family:** Legal Spouse or Significant other in shared residence, plus any children of the immediate household between the ages of 16 and 23 years of age. No age limit exceptions permitted.
- **Status changes:** All membership status changes must be made in writing and received by Athletic Club at The Westin management 30 days prior to action.
- **Guests:** Members may bring guests for a discounted rate of \$25/day or \$125/week. Failure to check guest in may result in suspension of membership with no refund of dues or termination
- **Non-transferable:** Membership is personal to the Member and is non-assignable, non-transferable and non-refundable except as specified by these Rules. A member may not loan his/her membership card or permit it to be used by anyone.
- **Club access:** An Athletic Club at the Westin membership card must be presented upon entry into the Club and is limited to members 16 years of age and older. Children age 14 or older may participate in group classes or personal training sessions. *Check-in is required for Club access. You may not proceed into the facility until a Club associate verifies your account status.*
- **Pool access:** Club Membership includes '**Fitness Access**' use of the pool amenities and is limited to members 16 years of age and older. *Check-in is required for Pool access. You may not proceed into the facility until a Club associate verifies your account status.*

Note: Access to the pool amenities may be restricted based on Resort capacity levels. Pool Lounging access will be restricted on Saturdays June 15 – September 15 and the 4th of July weekend. (Other restrictions may be enacted based on resort capacity & is at the sole discretion of Westin Riverfront Resort Management).

(Initial here _____)

- **Parking access:** 2 hours of complimentary Valet or Self-Parking (Garage level: P2) are included for 'Fitness Access' to the Athletic Club. Skier parking is NOT included in Athletic Club Membership parking access, and daily parking rates will apply (strictly enforced).

Note: Parking will be restricted on Fridays between June 15 – September 15 beginning at 3pm. Parking access may be restricted to Valet only at certain times based on Resort capacity levels (Further restrictions may be enforced during holidays, resort events, and peak hours and is at the sole discretion of management at the Westin Riverfront Resort & Spa). (Initial here _____)

- **Locker Use:** access to the locker facilities are available during hours of Club (5:30am – 9pm). Lockers are available for use during day visits only (no overnight use permitted). Any items/contents left overnight will be collected and placed in Resort Lost & Found.
- **Termination:** Athletic Club at The Westin reserves the right to terminate some or all memberships in the event of a change in the ownership or operation of the Club. Upon any termination of a membership by Athletic Club at The Westin the membership fees paid for the current month will be pro-rated, and after payment of all outstanding charges under the member's account, Athletic Club at The Westin will refund any unearned fees to the member. Athletic Club at The Westin shall have the right, with or without cause, to revoke any membership at any time with written notice of the revocation to the holder of the membership.

A holder of a membership who has fulfilled the contract and is in good standing and current in all obligations to Athletic Club at The Westin may resign by submitting a written notice to an Athletic Club at The Westin manager. The resignation will become effective on the last day of the month. The resigning member shall remain liable for all past dues and other indebtedness accrued through the life of the membership, including any cost of collection. *No verbal terminations are accepted. Members who resign their memberships and renew membership at a later date are subject to the current applicable initiation fee.*

- **Suspension or Expulsion:** Any Club member who is delinquent in payment of his account, guilty of any violation of rules, unbecoming conduct or any conduct which tends to be against the best interest of the Club, may be suspended or expelled by management. An expelled member will not be entitled to any refund of his enrollment fee or any other payment upon termination of his membership. Please see membership agreement for voluntary suspension options.
- **Divorce or separation:** In the case of divorce or legal separation, a.) The membership will be owned by the party in whose name it was primarily issued, unless otherwise ordered in the divorce decree or separation agreement approved by a court of competent jurisdiction, and b.) The second party may join under his/her own membership and no initiation fee will be charged. Thereafter, each such member will be responsible for his or her respective dues and charges.
- **Death:** In the case of death of the member, the spouse will own the membership if applicable.
- **Repairs or maintenance:** The obligation to pay dues is not contingent upon the availability of all Club facilities. Repairs or maintenance may make it necessary for Athletic Club at The Westin to restrict the use of or close the facilities temporarily. Dues will not be reduced or suspended during the time when the facilities are not available.

Guests

- Guests of members will be permitted at Athletic Club at The Westin with a paid daily or weekly Club access fee. Guest Pass sales are based on availability and are not guaranteed. The Athletic Club at the Westin reserves the right to restrict Guest Pass sales based on availability. To register a Guest please contact a Club associate at (970) 790-2051.

Children

- Family membership includes spouse and children ages 16 to 21. Access to the Club and Pool facilities is limited to adults ages 16 and older. Children under 16 are not allowed in fitness area, pool/hot tubs, Spa Anjali lounges, or Spa Anjali locker rooms.

Attire

- Appropriate footwear and fitness attire, including closed-toe shoes, and clean athletic wear, are required at all times in all facilities of Riverfront Club at The Westin. Appropriate attire may be determined at the discretion of Riverfront Club at The Westin management.

Member Conduct

- Absolutely no alcohol or glass containers are permitted in the fitness facility area at any time. Smoking is not allowed in any area of the Club. The Westin Riverfront Club & Spa is a non-smoking property.
- Members must be respectful of other members, treat fitness equipment with care, maintain appropriate noise levels when in the presence of other members and adhere to all Club rules.

General

- **Lost & found:** Athletic Club at The Westin shall not be responsible for the loss or theft of any property belonging to member or member's families and guests.
- **Towels/Lockers:** Towels and day-use lockers are complimentary during Club use only.
- **Food & Drink:** Food and beverages other than water are not permitted in the Athletic Club at the Westin. No glass containers permitted by pool/hot tubs.
- **Club Hours:** Management reserves the right to adjust Club hours of operation at their sole discretion.
- **Cell phone usage:** For the courtesy of other Members and Club guests, please refrain from cell phone use at Athletic Club at the Westin.

Initial here _____

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Signature_____Date_____

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Signature_____Date_____

COVID 19 RISK DISCLOSURE AND RELEASE The undersigned member or guest of The Athletic Club at the Westin Riverfront (the "Club") understands that we are currently in a worldwide pandemic and that the novel coronavirus, COVID-19, is highly contagious. While the Club is committed to the health of its valued members and guests and has instituted preventative measures aimed toward reducing the risk of exposure to COVID-19, there remains an inherent risk of becoming infected with COVID-19 due to the nature of the virus and the nature of fitness and health club facilities and services. I understand that possible exposure to COVID-19 may result in serious illness, medical complications and conditions, and hospitalization, including the risk of death.

I hereby acknowledge, accept and assume the risk of becoming infected with COVID-19 and AS LAWFUL CONSIDERATION for the facilities and/or services provided to me at the Club, I do hereby **RELEASE FROM ANY LEGAL LIABILITY, AGREE NOT TO SUE, CLAIM AGAINST, ATTACH THE PROPERTY OF OR PROSECUTE** the Club and/or its staff, employees, managers, officers, agents, owners, insurers and affiliates for any illness, medical complications, medical conditions or death caused by, resulting from or related to my entering and/or utilizing the facilities or services of the Club or my presence or activities at The Riverfront Resort & Spa property, even if caused or contributed to by the negligence or other non-willful cause of the Club or of any of the foregoing released persons and parties.

THIS IS A RELEASE OF LIABILITY. I have carefully read the information above concerning potential risks and understand that this is a release of liability. I represent that I am 18 years of age or older.

Signature_____Date_____