



MEMBERSHIP AGREEMENT (the "Agreement")

The Amarillo Town Club (the "Club") is a community health promotion program and facility of ATC HEALTH PROMOTION FOUNDATION, a Texas non-profit corporation ("ATC").

RELEASE OF LIABILITY (IMPORTANT, Please read very carefully before signing):

IN CONSIDERATION of ATC granting my membership application for membership at the Club, I hereby agree that neither ATC nor any of its Directors, trustees, officers, employees, affiliates, or agents shall be liable for any damages from personal injury or property damage sustained by (i) me, (ii) any other person covered by my membership at the Club, or (iii) any guests utilizing the Club pursuant to my membership, in each such case in, on, or about the premises of the Club or as a result of me or any of such other persons using the facilities or equipment of the Club. By my execution of this Membership Agreement, I understand and agree that I assume full responsibility for any such injuries or damages to me or to such other persons. I further understand and agree that I shall be fully responsible for all personal belongings brought into the Club by me or such other persons, and that ATC shall not be liable for any loss or theft of or damage to such personal property.

INDEMNIFICATION (IMPORTANT, Please read very carefully before signing):

IN FURTHER CONSIDERATION OF ATC GRANTING ME MEMBERSHIP AT THE CLUB, AS WELL AS OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY RECEIVED AND ACKNOWLEDGED BY ME, I HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ATC AND ITS DIRECTORS, TRUSTEES, OFFICERS, EMPLOYEES, AFFILIATES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, ALL EXPENSES OF LITIGATION, COURT OR OTHER PROCEEDING COSTS, AND ATTORNEYS' FEES), FOR INJURY TO ME OR TO ANY OTHER PERSON COVERED BY MY MEMBERSHIP, WHETHER A FAMILY MEMBER OR GUEST (INCLUDING, BUT NOT LIMITED TO, DEATH), OR ANY DAMAGE SUSTAINED BY ME OR BY ANY SUCH OTHER PERSON ARISING, DIRECTLY OR INDIRECTLY, FROM MY USE OR SUCH OTHER PERSON'S USE OF THE CLUB AND ITS FACILITIES (INCLUDING, BUT NOT LIMITED TO, ITS PARKING LOTS), PROGRAMS, AND EQUIPMENT, REGARDLESS OF WHETHER SUCH INJURY, DEATH, OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ATC (OR THAT OF ANY OF ITS DIRECTORS, TRUSTEES, OFFICERS, EMPLOYEES, OR AGENTS), SOLELY AND UNILATERALLY OR JOINTLY AND CONCURRENTLY WITH ANY OTHER PERSON OR ENTITY.

BILLING AND DUE DATE:

I understand and agree that all bills will be mailed on or near the 1st of every month, and that regardless of the date mailed or sent or received, all amounts due by me are due to ATC by the 15th of the month. Payments received by ATC after the 15th of the month are considered late and may constitute a default under the next section.

LATE PAYMENTS AND DEFAULT:

A late payment occurs when any payment due under this Agreement is received after the 15th of the month. IF A PAYMENT IS RECEIVED AFTER THE DATE IT IS DUE, I CAN BE CHARGED A LATE FEE OF \$10.00. ATC reserves the right to amend the amount of this fee at any time, with or without notice. If I am paying monthly dues by electronic funds transfer (EFT), ATC reserves the right to draft via EFT all amounts owed by me including any and all late fees and service fees, subject to appropriate state and federal law. It is my responsibility to know whether this Agreement is in default or that payments have been missed. ATC is not responsible for notifying me of late payments or any default proceedings. A default occurs when: (i) ATC does not receive an installment payment from me on or before the date it is due; (ii) I break any of the provisions under this Agreement; (iii) I make any statement or representation in connection with this Agreement that is false or incorrect in any material respect; or (iv) Insolvency actions are begun by or against me (insolvency includes situations where Member is unable to pay all their debts as they become due). Should I default on any payment obligation as called for in this Agreement, ATC will have the right to declare the entire remaining balance due and payable, and I agree to pay allowable interest, and all costs of collection, including but not limited to, collection agency fees, court costs, and attorneys' fees.

MEMBERSHIP RATES/CATEGORIES:

I understand and agree that ATC reserves the right to automatically adjust any Membership Rates and/or categories in the event that I, or any "Add-On" members on my account, change category due to age.

AUTOMATIC RENEWAL PROGRAM:

This membership will automatically renew for a term of one calendar month indefinitely, until I terminate this membership agreement by providing at least 10 days' notice prior to the next bill date to ATC delivered (a) by completing and signing a cancellation form at the Club or (b) by U.S. mail to Amarillo Town Club, 4514 Cornell, Amarillo, TX 79109. The termination will be effective at the end of the calendar month during which notice of termination was provided, and I may continue to use the facility during that calendar month. ATC shall not charge my credit card or initiate any EFT payments that are scheduled to occur more than 10 days after the termination notice is received by ATC. If the termination cannot be processed prior to the scheduled date of the charge, ATC shall refund the debited amount.

PREPAID MEMBERSHIPS:

Prepaid memberships are not refundable.

LAW APPLICABLE:

The laws of the state of Texas govern this Agreement.

INVALID PROVISIONS:

If any part of this contract is found to be invalid or unenforceable, the remainder of the agreement will be valid and enforceable.

NO WAIVER OF RIGHTS:

ATC does not waive its right to have future payments made when due if it accepts a late or partial payment or delays the enforcement of its rights on any occasion.

APPLICATION OF PAYMENTS:

ATC will apply all payments received in the following order: (1) to the installments in the order in which they are scheduled to be paid, (2) to any late charges assessed, (3) any other charges assessed and outstanding.

RESTRICTIONS ON CANCELLATION:

I understand that I signed a membership agreement. Failure to use the ATC membership and utilize programs and facilities does not relieve me of my liability for payment, regardless of circumstances.

EQUIPMENT MALFUNCTIONS:

I understand that equipment may, from time to time, be out of order. When special factory parts must be ordered, some units may be out of order for several weeks. Equipment malfunctions do not alleviate me of any responsibilities under this Agreement.

UNAVAILABILITY OF FACILITY OR SERVICES:

There shall be no right of abatement of the running of the specified term of membership for any reason whatsoever. Failure to attend and/or use the facility or any part thereof (including indoor and outdoor pools, group classes, nursery, etc.) will not relieve me of any liability for payments and amounts due. Should the facilities or all of the services no longer be available at all ATC locations for any reason including, but not limited to, fire, condemnation, act of God, catastrophe, or for any other reason, ATC will have the right, at its option, to extend the membership for a period of time equal to the time of such unavailability.

FACILITIES INCLUDED:

This membership includes use of all ATC facilities, except that children are excluded from use of the outdoor pools unless they are included on a "Family Membership". Member usage of personal training, group training, or other services is available for a reasonable charge.

CHECK/EFT PROCESSING POLICY:

In the event that my check is returned unpaid for insufficient funds, ATC may present my check electronically. ATC may electronically assess a \$30.00 returned check fee against my account. In the event that my electronic transaction (EFT, credit card, etc.) is denied, rejected, or unpaid for any reason, ATC may assess an additional \$10.00 fee. ATC reserves the right to amend this fee at any time, with or without notice.

STATUS CHANGE FEE:

In the event I choose to change my membership, such as by adding or removing members or changing membership status or level, I understand that ATC may assess a \$5.00 Status Change Fee for such change(s). ATC will only charge one \$5.00 fee at a time, regardless of the number of changes that I may request at one time.

INITIATION FEE:

ATC reserves the right to charge a one-time initiation fee at the beginning of all new memberships to help defray the administrative costs of the membership process. This one-time fee will be applied to my first invoice. I understand that the Initiation Fee will only be assessed once during my membership. If, however, I cancel my membership for any reason and choose to apply for another membership, I will be charged an Initiation Fee for subsequent memberships.

CONTACT:

I affirm, acknowledge, and attest that my mailing address, telephone number, cellular telephone number, and email address provided on this Agreement are accurate and were provided by me voluntarily. Subject to applicable law, I agree that ATC, including its agents and affiliates, may contact me at any mailing address, telephone number, cellular telephone number, or email address set forth in this Agreement, or subsequently provided by me to ATC.

E-SIGN CONSENT:

Certain laws and regulations may require ATC to provide me with written notices and disclosures on paper. With my consent, this information may be provided to me electronically. My consent hereto shall apply to each and every disclosure, notice, agreement, statement, term and condition, and any other information (collectively, the "Documents") that ATC may provide me. My consent to receive the Documents electronically shall continue until expressly withdrawn by me. Notwithstanding, I may request a paper copy of all electronic Documents by contacting ATC and requesting a paper copy. I may withdraw my consent at any time by notifying the ATC Business Office. Upon withdrawing consent, I shall no longer receive the Documents electronically. I acknowledge that withdrawing consent may result in additional fees for my receipt of the Documents. I agree to maintain a valid email address with ATC and to promptly notify ATC of any changes to my email address. If I have provided another type of electronic contact information, such as a phone number, then I may change that contact information by contacting the ATC Business Office. To access, view, and receive the Documents electronically, I agree and acknowledge that I must have: (i) a computer, mobile device, tablet or smartphone, (ii) a version of internet browser software that is up-to-date and supported by my electronic device, (iii) an internet connection, (iv) software that is capable of accurately reading and displaying electronic PDF files, (v) a computer or electronic device operating system capable of supporting the items above, and (vi) a printer or electronic storage device if I desire to print any electronic Documents. I acknowledge that I may also need a certain brand or device that can support applications intended for my electronic mobile devices, tablets, and smartphones. In the event the required software or hardware is modified in such a way that would create a material risk to me to access the Documents electronically, then ATC will notify me following such material modification. By accepting the terms of this Agreement, I do hereby agree to the terms and conditions of this paragraph and consent to the same. I do also confirm that I have the software and hardware described above, that I have the means necessary to access, view, and receive the Documents electronically, and that I have provided a valid and active email address to ATC.

COVENANTS, AGREEMENTS, WARRANTIES, AND REPRESENTATIONS OF MEMBER:

1. I hereby agree to pay the applicable initiation fee upon issuance of my membership by ATC, and I also covenant and agree to pay the applicable monthly or other dues as they become due and payable.

2. I further covenant and agree to be bound by and to comply fully with the rules, regulations, and policies of the Club (as same may be amended from time to time by ATC), and to cause and assure that every person covered by my membership or utilizing my membership as a guest also fully complies with such rules, regulations, and policies. I warrant and represent that I hereby assume full responsibility for such compliance.

3. I represent that I have been provided with a copy of the rules, regulations, and policies of the Club which are applicable to my particular Club membership, and I represent and warrant that I am or will become thoroughly familiar with such rules, regulations, and policies of the Club.

4. I covenant and agree that this Membership Agreement and my Club membership are not assignable or otherwise transferable, in whole or in part, by me, but I understand and agree that ATC's interest in this Agreement and in my Club membership may be assigned or otherwise transferred, in whole or in part, by ATC without notice to me or without my consent.

5. I understand and agree that I, and any persons covered by my Club membership, will be issued Membership Cards, which must be presented for any admission to the Club's facilities. I further understand and agree that there will be a replacement fee charged by ATC, in an amount as determined from time to time by ATC, for replacement of any lost Membership Cards.

6. I further understand that I may terminate my Club membership by giving notice to the Club in writing, and that my membership will cancel at the end of the month in which I gave notice. I also agree to pay all required fees and dues accruing through the end of the month in which I gave notice.

TERMINATION OF AGREEMENT AND CLUB MEMBERSHIP:

It is understood that ATC may terminate my membership if I, any other person covered by my membership, or any of my guests, whether jointly or severally (i) violate the terms of this Membership Agreement or any applicable rules, regulations, or policies of the Club, or (ii) cause any nuisance or disturbance at the Club (in either case, in the sole determination of ATC), by giving me written notice of the termination of my membership. In such event, I understand that I will not be entitled to any refund of any fees or dues that I have previously paid. ATC reserves the right to terminate this agreement and any membership for any reason by giving the member at least 30 days' notice.

AUTHORITY:

I represent, warrant, and covenant to ATC that: (a) I have and will continue to have during the term hereof, all rights, power, and authority necessary to enter into this Agreement and perform all of my obligations under this Agreement; (b) in the event I am signing for any "Add-On" members, such as minor or adult children or seniors, I have and will continue to have during the term hereof, all rights, power, and authority necessary to sign on behalf of such Add-On member(s) and perform all of my obligations under this Agreement; (c) the performance of its obligations under this Agreement does not violate any federal, state, or local laws, rules, and regulations applicable to my performance, any rights of any third party, or any agreement by which such party is bound; and (d) I will procure all rights, certificates, or other approvals required for my performance under this Agreement. In the event more than one person signs this Agreement, each person agrees that he/she is individually responsible to fully perform all obligations under this Agreement.

ENTIRE AGREEMENT:

This agreement comprises the entire agreement pertaining to membership and no other agreement of any kind, verbal understanding, or promise whatsoever will be recognized or binding on ATC.

Updated January 2020