



**TriHealth**  
Fitness & Health Pavilion

# Membership Agreement

1. \_\_\_\_\_ M F \_\_\_\_\_  
LAST FIRST MIDDLE DATE OF BIRTH ACCESS CODE

\_\_\_\_\_  
HOME ADDRESS CITY STATE ZIP CODE

\_\_\_\_\_  
PHONE NUMBER ADDITIONAL PHONE NUMBER

\_\_\_\_\_  
COMPANY E-MAIL ADDRESS

..... ADDITIONAL FAMILY MEMBERS JOINING .....

(Internal Use Only)

2. \_\_\_\_\_ M F \_\_\_\_\_  
NAME RELATIONSHIP DATE OF BIRTH E-MAIL ACCESS CODE

3. \_\_\_\_\_ M F \_\_\_\_\_  
NAME RELATIONSHIP DATE OF BIRTH E-MAIL ACCESS CODE

4. \_\_\_\_\_ M F \_\_\_\_\_  
NAME RELATIONSHIP DATE OF BIRTH E-MAIL ACCESS CODE

5. \_\_\_\_\_ M F \_\_\_\_\_  
NAME RELATIONSHIP DATE OF BIRTH E-MAIL ACCESS CODE

*\*If you listed a family member above that is a minor and you are not parent/legal guardian of such minor, please also have the minor's parent/legal guardian sign below.*

How did you learn about the TriHealth Pavilion? \_\_\_\_\_

**PLEASE NOTE:** Terms and conditions contained in the Membership Agreement on the reverse side, as well as the Pavilion's rules and policies located at [www.TriHealth.com/FitnessPavilion](http://www.TriHealth.com/FitnessPavilion) under Membership, are incorporated herein and become part of this Agreement. By member signature below, member hereby agrees on behalf of his/herself and on behalf of the additional family members (if any are listed) to the terms and conditions of membership and acknowledges receipt of a fully completed copy of this Agreement. Member also acknowledges he/she has been informed orally of his/her right to cancel and receipt of two copies of the Notice of Cancellation Form.

Member \_\_\_\_\_ Date \_\_\_\_\_ Member \_\_\_\_\_ Date \_\_\_\_\_

\*Parent/Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_ Staff Signature \_\_\_\_\_ Date \_\_\_\_\_

*(If any additional family members are listed above and are minors)*

**For Internal Purposes Only**

Membership Type: \_\_\_\_\_

ENROLLMENT FEE: Members agree to pay a one-time fee to enroll in the amount of \$ \_\_\_\_\_ plus Ohio sales tax. Member and club agree that the fee is a one-time, non-refundable fee, subject to terms in Section 1.2 on the reverse side.

12 month agreement  Month to month  Prepay \_\_\_\_\_

MONTHLY DUES: Monthly dues for this membership are \$ \_\_\_\_\_ plus Ohio sales tax, automatically payable on the fifth day of each month, through Electronic Funds Transfer (EFT). The TriHealth Fitness & Health Pavilion reserves the right to change the monthly dues anytime by giving a 30-day written notice.

Personal Training (EFT): \_\_\_\_\_

Visa  Amex  Discover  Mastercard

CC# \_\_\_\_\_ Expiration Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

A 30-day written notice, with your signature, is required when terminating this membership agreement.

# TriHealth Fitness & Health Pavilion Membership Agreement

## 1.1 Enrollment Fee

I understand that membership at the TriHealth Fitness & Health Pavilion (Pavilion) requires a one-time Enrollment Fee paid upon joining, and monthly or annual membership dues. The Enrollment Fee is not refundable unless I cancel my membership pursuant to Section 1.2 Rights of Cancellation. However, if I discontinue my membership and wish to rejoin, I will be subject again to the membership Enrollment Fee at that time.

My Membership Agreement must be accompanied by payment of the Enrollment Fee, and a prorated portion of the first month's dues. The following month's membership dues will be collected by EFT for the monthly payment plan, or billing when choosing the annual payment plan.

Upon acceptance of the Member Agreement by Pavilion, I will receive membership privileges and I agree to abide by all rules and policies of the Pavilion. These rules and policies are subject to change at the discretion of Pavilion management when deemed necessary and reasonable for the best interests of its members and the Pavilion.

## 1.2 3-Day Right of Cancellation

I may cancel this Membership Agreement and receive a full refund of any fees paid including the Enrollment Fee for any reason prior to midnight of the third (3<sup>rd</sup>) business day after the date on which the first service under the Agreement is available. If the facility/services are not available when I sign the Agreement, I may cancel the Agreement prior to midnight of the seventh (7<sup>th</sup>) business day after the date on which the first service under the Agreement becomes available.

***\*By signing this Membership Agreement, I hereby acknowledge receiving orally my rights of cancellation and the required two copies of Notice of Cancellation Form***

## 1.3 Cancellation of Membership

A) **12 Month Agreement:** If I have chosen the 12-month agreement option, this Agreement obligates me to pay for 12 months of fees unless I cancel based upon one of the conditions below. Thereafter, my membership will renew automatically on a monthly basis, at the rate in effect. I understand that I may terminate my membership at any time after the initial 12-month period by providing Pavilion with a signed 30-day written Notice of Cancellation.

### Permitted Conditions for Cancellation before 12 Months:

I have the option to cancel my membership due to:

- My death or disability
- My relocation 25 miles or more from the Pavilion or a similar facility that would accept the membership obligations of the Pavilion.
- The relocation of the Pavilion 25 miles or more from my residence or the closure of the Pavilion if a similar facility that would accept the membership obligations of the Pavilion is not within 25 miles of my residence.

B) **Month to Month Agreement:** I understand that I may cancel my membership at any time by providing Pavilion with a signed 30-day written Notice of Cancellation.

C) **Providing Notice of Cancellation:** Any Notice of Cancellation shall be made in writing, with a signature, by sending a Notice of Cancellation and supporting documentation, if required, by hand delivery or certified mail delivery, electronic mail or fax transmission to: TriHealth Fitness & Health Pavilion, 6200 Pfeiffer Road, Cincinnati, OH 45242, fax number: 513-985-0918, or [CancelMyPavilionMembership@trihealth.com](mailto:CancelMyPavilionMembership@trihealth.com) or by completing and signing a Notice of Cancellation form in person with authorized personnel as may be designated in the Pavilion rules and policies. Cancellation by any other means is not valid.

D) **Procedure Upon Cancellation:** Upon receipt of a 30-Day signed Notice of Cancellation, I will be charged a pro-rated portion of the next month's fee based upon the date of receipt of Notice of Cancellation.

## 1.4 Waiver and Release

I understand that although the Pavilion's facilities, equipment, services and programs are designed to provide a safe level of beneficial exercise and enjoyment, there is an inherent risk that use of such facilities, equipment, services and programs may result in injury to me. Therefore, I hereby agree to specifically assume all risk of injury to me while using any of the Pavilion's facilities, equipment, services or programs and I hereby waive any and all claims or actions I may have, or my heirs, executors, administrators, personal representatives, guardians, successors and assigns may have against the Pavilion or its owners and employees as a result of such injury or death. The risks include, but are not limited to: a) Injuries arising from my use of any exercise equipment, machines and facilities; b) Injuries arising from my participation in supervised or unsupervised activities and programs in the swimming pools or on the running tracks, Kids' Life Center, gymnasium, the exercise rooms, patios, outdoor activity areas or any other areas of the Pavilion; c) Injuries, viruses or medical disorders resulting from exercising at the Pavilion, including, but not limited to: heart attacks, infections, strokes, heat stress, sprains, broken bones and torn muscles or ligaments; d) Accidental injuries within the facilities, including, but not limited to, the locker rooms, steam rooms, whirlpool, sauna, showers and dressing rooms, treatment rooms, cafe, spa, or laundry area.

## 1.5 Member Acknowledgement

By signing this Member Agreement, I acknowledge that:

- My membership will begin immediately upon payment and signature of the Agreement and A) for Month to Month memberships will renew automatically each month until I cancel my membership per Section 1.2 or 1.3 and B) for the 12-month agreement option, this Agreement obligates me to pay for 12 months of fees and thereafter, my membership will renew automatically on a monthly basis unless I cancel my membership per Section 1.2 or 1.3.
- I agree to make all payments in accordance with the agreed upon payment schedule.
- I have been orally advised of my rights of cancellation and receipt of two copies of the Notice of Cancellation Form.
- I understand that a temporary leave-of-absence can be granted based on illness or other special circumstances as outlined in the rules and policies.
- I acknowledge the existence and the need for rules and policies including those governing the use of the Pavilion's equipment and facilities and participation in programs and services. I hereby agree to comply with the rules and policies and to amendments or additions to them as the Pavilion deems necessary.
- I agree and understand it is my responsibility to inform the Fitness Staff of any changes in my health or medical status.
- TriHealth Fitness & Health Pavilion rules and regulations are located at [www.TriHealth.com/FitnessPavilion](http://www.TriHealth.com/FitnessPavilion) under Membership, printed copies are available upon request.