



Your life. Your health. *Your Wellness Center.*

458 Old Street Rd, Peterborough, NH 03458 (603) 924-4650

Mbr Services Use	
Received:	____/____/____
Initials:	_____
Membership Type:	_____

This membership agreement, including the Terms & Conditions of Membership, ("Agreement") is made this ____ day of _____ between The Bond Wellness Center at Monadnock Community Hospital and those persons whose name is set forth below.

Name _____ DOB ____/____/____
MM DD YYYY

Home Address _____

Mailing Address _____

Home Phone _____ Cell Phone _____ Work Phone _____

E-Mail Address _____ Employer _____

Physician's Name/Address/Phone _____

Emergency Contact _____

Name	Relationship	Phone		
<table border="1"> <tr> <td> <p>I will pay my membership month-to-month</p> <p>Membership begins on ____/____/____. I understand that dues of \$____ will automatically be drafted from my credit card or bank account monthly, beginning ____/____/____, and will continue until I terminate this Agreement in writing with a 30-day notice.</p> <p>Enrollment Fee: _____ Pro-rated dues: _____ Total: _____</p> </td> <td> <p>I will pay my membership in Full.</p> <p>One year _____ One month _____ Three months _____ 8 for \$80.00 _____ Student/MacDowell/ _____ Peterborough Players _____</p> </td> </tr> </table>			<p>I will pay my membership month-to-month</p> <p>Membership begins on ____/____/____. I understand that dues of \$____ will automatically be drafted from my credit card or bank account monthly, beginning ____/____/____, and will continue until I terminate this Agreement in writing with a 30-day notice.</p> <p>Enrollment Fee: _____ Pro-rated dues: _____ Total: _____</p>	<p>I will pay my membership in Full.</p> <p>One year _____ One month _____ Three months _____ 8 for \$80.00 _____ Student/MacDowell/ _____ Peterborough Players _____</p>
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Request for Electronic Funds Transfer. As a convenience to me, I authorize my bank to make payment to the Bond Wellness Center including but not limited in monthly membership dues, reoccurring fees such as lockers, classes requiring additional charges, food /beverage and novelty purchases, any past due amounts and late fees assessed. I agree that the treatment of such payment shall be the same as if it were signed personally by me. I agree to be charged by electronic funds transfer (EFT) directly from my account. I understand cancellation of my membership must be received in writing by the 20th of the month. The cancellation would then take effect the beginning of the next month.

____ **Checking** ____ **Savings**

Routing # _____ Account# _____

Bank Name _____ Date: _____ Signature: _____

____ **Visa** ____ **MasterCard** ____ **Discover**

Credit Card # _____ Exp. Date: _____

The Bond Wellness Center **Terms & Conditions of Membership**

The Bond Wellness Center (BWC) is a medically integrated, membership-based wellness facility that is open to individuals who have read, understand, agree to the terms and conditions of membership and are willingly entering into this Agreement by initialing and signing the Membership Agreement and the Terms & Conditions of Membership.

Membership:

- A. **Membership Dues** – The Bond Wellness Center membership structure consists of an enrollment fee and membership dues. Except as expressly provided in the Agreement or otherwise required by law, neither the enrollment fee nor the membership dues are refundable.
- B. **Classification** – Membership dues are based on the classification and type of membership. Dues are charged monthly, in advance. Monthly dues not paid by the 15th of the month will result in non-entry to the BWC until dues are paid.
- C. **Required Documentation** – The BWC is a medically integrated wellness center, not a health club. Members may be required to provide documentation above and beyond the standard application, health history questionnaire and waivers. Such information includes but is not limited to: medical information, doctors' clearance any payment information.
- D. **Required Assessment(s)** – The BWC is a medically integrated wellness center. Members may be required to complete a health assessment and orientation, prior to using the BWC.
- E. **Changes to Fees, Dues and other Charges** – The BWC may, from time to time, increase or otherwise change the membership dues, enrollment fees, class fees or other costs associated with running the BWC. Written notification of changes will be posted 30 days prior to the effective date of the change(s). Changes posted in conspicuous places in the BWC, emailed and/or posted on social media sites, will constitute written notice for this purpose. Such changes shall become effective on the date(s) specified.
- F. **Service Charge(s)** – A service charge of \$35.00, or the now current bank service charge rate, whichever is higher, will apply to and be assessed for all returned checks and charges. If there is a change in member's credit card or banking information that is on file with BWC, it is member's sole responsibility to notify and update the BWC.
- G. **Collection** – Any and all collection and attorney's fees shall be recoverable by the BWC if it prevails in any lawsuit to collect fees, dues and any other charges to the member's BWC account, or legal action to otherwise enforce the provisions of this Agreement.
- H. **Medical Leave of Absence (MLOA)** – The BWC offers a MLOA. In order to use the MLOA, member's account must be current and in good standing, the member must request, complete and return the original BWC MLOA Agreement with a written note, from the treating doctor, stating member will be on MLOA. It is solely the member's responsibility to request a MLOA prior to any MLOA. Unless otherwise determined, a MLOA is not retroactive and any dues/fees/charges not paid before going on MLOA are due and payable. While on MLOA member may not use the BWC in any capacity. Member may not return to working out at the BWC without written consent from the treating doctor. (Other restrictions apply)
- I. **Vacation Bridge** – The BWC offers a vacation bridge for its members. In order to take advantage of the vacation bridge, member's account must be current, in good standing and member must request, complete and return the Vacation Bridge Agreement to the BWC. Member has the right to suspend membership for up to three (3) months. After the three (3) months, or at the conclusion of member's vacation bridge, whichever comes first, my membership will become active and any prorated or standard dues will be assessed. There will be a \$15.00 charge monthly for the vacation bridge.(Other restrictions apply)

Rules and Regulations:

- A. **Rules and Regulations** – Member shall comply with the BWC's Rules and Regulations. These rules include but are not limited to cell phone use, locker room use and policy, theft and damage to the BWC. The BWC may, in its sole and absolute discretion, amend the Rules and Regulations from time to time, as it deems appropriate or necessary. On all questions regarding the interpretation of the BWC's Rules and Regulations, the decision of the BWC will be final. Member has been informed of the policies of the BWC and agrees to adhere to them.
- B. **Management** – The classification, suspension and expulsion of members, the use of facilities and equipment, guest policies and all other matters affecting or relating to the members or membership, shall be determined by the BWC in its sole and absolute discretion.
- C. **Nondiscrimination** – The BWC will accept applications for membership from any individual, couple or family without regard to race creed, color, age (over 16), religion, disability, sex or national origin. Any person who is unable to afford a membership should inquire about an application for financial assistance at the Member Services Desk.
- D. **Guests** – The BWC reserves the right to require all guests to complete a preliminary screening. Each guest must (a) pay the fee set by the BWC, (b) be over (18) years of age or if at least (16) years of age be with a parent or an adult, (c) provide photo identification, and (d) sign a Waiver and Release of Liability furnished by the BWC.
- E. **Changes to Programs** – The BWC reserves the right to close or relocate its facilities, to repair, alter, modify, discontinue or remove any facilities or programs of the BWC, or to change the times when such facilities or programs are available for use, and member will not be entitled to a refund, deduction or setoff of, from or against any portion of the membership dues or assessment fee.
- F. **Termination** – The BWC has the right to discharge members based on unacceptable medical risks. The BWC has the right to terminate membership due to disregard to policies. The BWC reserves the right at any time to immediately terminate this Agreement for a member's default under this Agreement or conduct which is determined to be detrimental to the reputation of the BWC of the health and safety of the staff or other members or guests. Terminated members will be required to immediately return their membership cards to the BWC. The terminated members will remain liable for all membership dues, fees and other charges.
- G. **Reinstatement** – The BWC reserves the right to determine whether a terminated member will be allowed to rejoin. Members seeking reinstatement to membership are subject to all terms of a new membership including necessary paperwork, assessments, doctor approvals, dues and fees. If member being reinstated had a balance, written off or otherwise, dues at time of termination, from the previous membership, those dues, fees and any other fees associated with the collection of those fees must be paid in full prior to rejoining.

H. Assignment

- i. By the Center – The BWC has the right to assign the Agreement. If this Agreement is assigned, the BWC and any assignee shall have all rights set forth in this Agreement.
- ii. By Member – Member may not transfer BWC membership or assign any rights or obligations under this Agreement. Any attempt to transfer shall be null and void. Member may not loan, assign, or trade membership card to anyone.

I. **No Waiver** – Failure to exercise and/or delay in exercising will not result in the refund of any dues or fees.

J. **Governing Laws** – This Agreement is governed by the laws of the State of New Hampshire.

K. **Entire Agreement** – This Agreement constitutes the entire Agreement pertaining to membership and supersedes any prior promises, representations or understandings of any kind, whether written or oral, made with respect to the subject matter of this Agreement. Only a written instrument, signed by the parties to this Agreement, may modify this Agreement.

L. **Severability** – Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If there is any provision of this Agreement or the application of any provision to any party or circumstance which shall be prohibited by, or invalid under, applicable law, that provision shall be ineffective to the minimum extent of such prohibition or invalidity without invalidating the remainder of that provision or the remaining provisions of this Agreement or the application of any provision to other parties or circumstances.

The undersigned agrees to be bound by the Terms and Conditions of this Agreement.

Signature

Date

WAIVER AND RELEASE OF LIABILITY

If you are currently under a physician’s care for an injury, condition or illness, The Bond Wellness Center at Monadnock Community Hospital strongly urges you to consult your physician before conducting any exercises, using any equipment, or participating in any program at The Bond Wellness Center at Monadnock Community Hospital.

In consideration of my use of the facility, equipment, machinery, pools, and/or programs provided by The Bond Wellness Center at Monadnock Community Hospital, I personally assume all risks involved in any and all use of the facility including but not limited to, all exercises, training, activities, and programs at The Bond Wellness Center at Monadnock Community Hospital. I also waive and release on behalf of myself, my heirs, executors, administrators, successors and assigns, now and forever, all claims and causes, demands, damages, or rights of action, now or in the future, against The Bond Wellness Center at Monadnock Community Hospital its insurers, employees, volunteers, officers, directors, representatives, consultants, associates, and all others directly or indirectly connected with the Monadnock Community Hospital from any injury including death, any medical condition which results, any aggravation of a pre-existing medical condition that I aggravate, and any and all other damages which I sustain in any way from the direct or indirect result of my activities, exercise, training and participation in The Bond Wellness Center at Monadnock Community Hospital. I further hold the Monadnock Community Hospital harmless for any loss of personal property which is lost or stolen while I use, am present at or anywhere on the premises of, the Monadnock Community Hospital.

I agree to comply with all rules imposed by The Bond Wellness Center at Monadnock Community Hospital regarding the use of the facility, equipment, machinery and programs.

Signature

Date

Parent or Guardian (if between ages 16-18)

Date