



Westboro's Best For Swimming, Fitness, Tennis & Group Exercise

35 Chauncy Street., Westboro, Massachusetts 01581

www.thewestboroclub.com

Phone: (508) 366-1222

# Membership Application

(Terms & Conditions on Reverse Side)

_____	_____	( ) - / /	_____
Last Name	First Name, Middle Initial	Home/Cell Phone	Date of birth

_____	_____	_____
Employer	Work phone	Email Address

_____	_____
Home Address	City, Zip

_____	_____	( ) - / /	_____
Spouse/Partner's Last Name	First Name, Middle Initial	Home/Cell Phone	Date of birth

_____	_____	_____
Employer	Work phone	Email Address

_____	_____	_____	_____
Child's Name	Birthdate:	Child's Name	Birthdate:

_____	_____	_____	_____
Child's Name	Birthdate:	Child's Name	Birthdate:

_____	( ) -	_____
Emergency Contact Name	Phone	Nanny Name

Did anyone refer you to the Club? Y / N

_____	_____
If Yes, who?	How did you hear about us?

**LIABILITY WAIVER:** Should any terms or parts be deemed unenforceable, remaining terms will remain in full force and effect. By signing below, I agree that I am familiar with the risks and perils inherent in all activities conducted at the Westboro Tennis & Swim Club, am aware of the risks of personal injury to myself and my children when undertaking such, and voluntarily assume and, in the absence of gross negligence or recklessness, hereby release the Westboro Tennis & Swim Club, its successors and/or assigns, including agents, officers, and employees of the Westboro Tennis & Swim Club and its successors and/or assigns, from all risks associated with my use and/or my children's use of the property which is the subject of the membership or usage agreement. I also agree to hold the same harmless in the absence of gross negligence or recklessness for any and all losses of personal property or damage to personal property, including theft, associated with my use or presence on grounds owned or leased by the Westboro Tennis & Swim Club, its successors, or its assigns. The information supplied here is accurate. I hereby grant Westboro Tennis & Swim Club permission for photos to appear in club brochures, videos, Web Site, or other promotional mediums (no names will be used). I also understand that at some times the Club offers off-site trips and programs in which I may voluntarily participate. I agree to the same terms and conditions listed above in waiving my rights to claim injury to person or property at any off-site event run, organized, or managed by the Club and/or its personnel, including any claims related to my or my families' travel to and from such location either with or in the presence of a Club employee or alone.

Signature: _____	Date: _____
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### PAYMENT AGREEMENT

By signing below, I understand that members are entitled to charge goods and services sold by the Westboro Tennis & Swim Club, and I agree to repay those charges within the following terms: payments are due within 30 days of invoice. Amounts over 30 days past due accrue interest at 2% per month, non-payment of amounts over 90 days will incur a \$50.00 late fee each month until paid. Past due accounts risk membership suspension or termination. I also understand that I will be responsible for reasonable collection fees related to collecting past due accounts. I also authorize dependants and family members on my membership to incur charges unless specifically noted below, and agree to be responsible and pay any such charges incurred by the family members listed on the above application. I also understand and have read the terms on the reverse side.

Signature: _____	Date: _____
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### **MEMBER MUST INITIAL REVERSE SIDE**

Member #: _____	Membership Code: _____
Membership Type: _____	
Health Insurance Company: _____	
Promotion: _____	
Current Month: \$ _____	
Annual Fee: \$ _____	
Membership Dues: \$ _____	
<b>Total Due:</b> \$ _____	
Gift given? _____	New Mem Pkg Mailed? _____
Member Representative: _____	
Health Screening Form Completed? _____	
Start Date: _____	
Renewal Date: _____	

# Membership Agreement Terms and Conditions MEMBERSHIPS ARE NON-TRANSFERABLE.

## CONSUMER'S RIGHT TO CANCELLATION

You may cancel your membership contract without any penalty or further obligation by causing a written notice of your cancellation to be delivered in person or postmarked by certified or registered United States mail within three (3) business days of the date of your contract or the date of your receipt of the address specified in the contract.

## ADDITIONAL RIGHTS TO CANCEL

You or your estate may also cancel the contract for any of the following reasons via the same procedure: 1. If upon a doctor's order, you cannot physically or medically receive the services because of significant physical or medical disability for a period in excess of three months. 2. In case of your death. 3. If the health club services to be provided under this contract are not available because the seller fails to open a planned health club or location, permanently discontinues operation of a health club or location, or substantially changes the operation of a health club or location. 4. If you move either your residence or your place of employment more than twenty-five miles from any health club operated by the seller or a substantially similar health club which will accept the seller's obligation under the contract.

## CLUB RIGHT TO CANCEL

Westboro Tennis & Swim Club has the right to terminate your membership agreement when one or more of the following circumstances apply. 1. Non-payment of balance 90 days overdue (60 days for summer membership). 2. Damage to club property or facilities. 3. Violation of club privileges or facilities. 4. At the discretion of the Owner or General Manager. Membership dues will not be refunded when membership is terminated due to violation of club policies.

**MEMBERSHIP FREEZE:** A membership may be put on freeze under limited circumstances. 1. Medical condition. 2. Discretionary circumstances. Freezes must be requested in writing prior to the freeze of the membership. Your account must be paid in full prior to the freeze. A freeze must be applied to all of the family members on the account. Freezes are granted at the discretion of the General Manager, and freeze allowance terms and conditions may change at any time. Please see the current version of the membership handbook for more information.

**MEMBERSHIP:** Membership is gained upon completion of this application and payment of the necessary fees. Membership begins immediately, or on the effective date if different, and is **automatically** renewed every 12 months for the following year. The Club requires 45 days written notice of intent to cancel; with the exception of the "fitness only" membership, cancellations are **only** accepted at your renewal time. Your cancellation must be requested in writing forty-five (45) days prior to your requested cancellation date. All outstanding bills must be paid prior to the termination of your membership. All memberships are for a 1 year time period unless specified as a short term membership (i.e.: summer or winter).

**AUTOMATIC RENEWAL:** Memberships are automatically renewed for the same term as the initial term unless canceled by the member within 45 days of the renewal date. Reasonable attempts are made to contact the member the month prior to renewal. Unless cancellation instructions in writing are received, membership dues will be billed to the member's account on the renewal date. Payment of such dues or use of the club after a member's anniversary date shall constitute acceptance of this original agreement for an additional term equal to the original 1 year term herein. Monthly payment members will be deemed to have accepted an additional 1 year term upon payment of the first month dues after their one year renewal date, or use of the club after their anniversary date. Membership terms offered by the Westboro Tennis & Swim Club are annual only. Memberships never at any time revert to a month to month membership. Rates are subject to change at time of renewal. Payment of dues or use of the club after a member's anniversary date constitutes acceptance of any rate increase.

**I have read and understand Membership Terms including Automatic Renewal. Initial:** \_\_\_\_\_

**PREPAID MEMBERSHIPS:** Members will pay their full membership fee at the time of joining. Rate changes will be reflected at the time of renewal. **MONTHLY PAYMENT PLAN:** Members must pay their first month dues at the time of joining a one year membership. Payments are due on the first day of the next 11 consecutive months. Rate changes will be reflected at the time of their renewal. **ANNUAL FEE:** Members must pay the Annual Fee at the time of joining. The Annual Fee is automatically charged every 12 months for the following year. Rate changes will be reflected at the time of renewal. Annual fees are not refundable or transferable. **HOUSE CHARGES:** All house charge accounts will be billed on the first of each month and the balance is due in full on or before the 30th of that month. House Charge privileges may be suspended on accounts 60 days past due. Memberships may be terminated on accounts 90 days past due. All accounts will be charged a finance charge at the rate of 2.0%/month on overdue balances. **HOURS OF OPERATION:** Club hours are established and outlined in membership literature. Use of the Club outside of these hours is prohibited. Further, Westboro Tennis & Swim Club reserves the right to alter the hours of operation without prior notice; however, if this is necessary, the Club will make every attempt to notify the membership. **COVID-19:** You acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed or infected by attending Westboro Tennis & Swim Club, and such exposure or infection may result in personal injury, illness, disability, or death. You understand that the risk of exposure may result from the acts or omissions of yourself, other members, or club employees. You voluntarily agree to assume the risks and accept sole responsibility for any injury, illness, damage, loss, claim, liability or expense you may incur in connection with your attendance at the clubs, and you release and covenant not to sue, discharge and hold harmless Westboro Tennis & Swim Club, its employees, agents and representatives of any or all such claims related thereto.

I have received a copy of the Member Handbook and agree to abide by its rules and policies. I also understand that Club rules and policies may change at any time without notice. This agreement constitutes the entire agreement between me, my family/dependants, and the Club. I understand that membership entitles me to use of the club, but club programs, clinics, lessons, and court usage may have additional fees. Space or enrollment in programs is not guaranteed. Every effort is made to provide adequate program time and space for all members, including pool time and tennis court availability. Failure to secure program space, pool space, or tennis court space shall not constitute grounds for refund of any fees or membership dues. All billing disputes must be in writing and be forwarded within 30 days of invoice for consideration.

**I have read and understand all of the above terms and conditions. Agreed and acknowledged:** \_\_\_\_\_





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## Fitness Center Waiver

The Westboro Tennis and Swim Club has a state-of-the-art fitness center with many new types of fitness machines. While some equipment may appear familiar, different brands of fitness equipment operate in different ways. We offer individualized personal training programs to accomplish whatever fitness goals you have. We strongly recommend that you schedule an appointment with a trainer to develop a plan specifically suited for you, along with instructions on how to use the equipment that may be most beneficial in helping you accomplish your goals. You can schedule an appointment immediately upon joining, or, wait to be contacted by a member of our fitness staff. We further recommend that you and all the members of your family receive a comprehensive physical examination by a qualified physician prior to undertaking any exercise routine at the club. By signing below, you are releasing and fully indemnifying, on behalf of yourself and your family, the Westborough Club, doing business as the Westboro Tennis Club, its owners, officers, employees, successors, and or assigns, from any and all claims or court actions relating to bodily injury or any and all damages suffered by using the club's equipment or club's property for yourself, your family members, and your dependents. You also agree that you have been advised of the ability to receive personal training and instruction with the machines, conveniently available to all members. In the event you decide to use the machines or fitness equipment prior to meeting with a trainer, you agree that you do so at your own risk. In the event you have children under 18, you also hereby agree to the same for your children and further release and indemnify the Club from any accidents or injuries that may occur from their use of the equipment or fitness center in any way.

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Name

Date

---

Name

Date

**Westboro Tennis & Swim Club  
New Member Health Screening (Please print clearly)  
And Liability Release Form**



Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Address: \_\_\_\_\_ Town: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

- Y N Has a doctor ever said you have heart trouble?
- Y N Do you often feel faint or have spells of severe dizziness?
- Y N Has a doctor ever said your blood pressure is too high?
- Y N Has a doctor ever told you that you have a bone or joint problem such as arthritis that has been aggravated by exercise or might be made worse with exercise?
- Y N Do you frequently have pains in your heart and/or chest?
- Y N Are you unaccustomed to vigorous exercise?
- Y N Are you over age 65?
- Y N Is there a good physical reason not mentioned here why you should not follow an activity program even if you wanted to?

**LIABILITY RELEASE AGREEMENT:** By signing below, I agree that I am familiar with the risks and perils inherent in all activities conducted at the Westboro Tennis & Swim Club, am aware of the risks of personal injury to myself and my children when undertaking such, and voluntarily assume and, in the absence Club, its successors and/or assigns, including agents, officers, and employees of the Westboro Tennis & Swim Club and its successors and/or assigns, from all risks associated with my use and/or my children's use of the property which is the subject of the membership or usage agreement. I also agree to hold the same harmless in the absence of gross negligence or recklessness for any and all losses of personal property or damage to personal property, including theft, associated with my use or presence on grounds owned or leased by the Westboro Tennis & Swim Club, its successors, or its assigns.

Signature: \_\_\_\_\_

If you have responded "YES" to any of the above questions, Westboro Tennis & Swim Club recommends that you consult a physician BEFORE participating in any Club activities or use of the facility.

**Westboro Tennis & Swim Club  
New Member Health Screening (Please print clearly)  
And Liability Release Form**



Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Address: \_\_\_\_\_ Town: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

- Y N Has a doctor ever said you have heart trouble?
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