



24/7 CABANA FITNESS MEMBERSHIP AGREEMENT

100 Retreat Lane
Huddleston, VA 24104
(540) 297-9393

**MEMBERSHIPS MAY OR MAY NOT BE APPROVED,
AT THE SOLE DISCRETION OF THE MANAGEMENT COMPANY.**

The term "CALM" is used herein to represent the management company for Cabana Fitness, or its designees. "Cabana Fitness User" is used herein to indicate the person(s) listed below and *qualified immediate family members (up to 4 children under 21 years old)*.

Only Cabana Fitness Users may use these facilities.

At initiation of membership, there is a \$25.00 key card fee. Upon termination of Cabana Fitness use privileges, key cards are to be returned to CALM at the address above to avoid further charges.

Cabana Fitness Users must comply with the terms of this agreement, all laws, and Mariners Landing rules and regulations at all times. **CALM reserves the right to cancel this Agreement at any time.** Any infraction by the Cabana Fitness User of these or any posted rules and regulations shall, at the option of CALM, cancel this contract. In such circumstances, a pro-rated amount *may* be refunded. If there is damage or abuse to the facilities or equipment, employees, other Cabana Fitness Users, etc., and the Cabana Fitness User is responsible, in the judgment of CALM, for monetary repair, the pro-rated amount will be withheld to the extent of damage. Any amount owed beyond the pro-rated amount will, additionally, be the Cabana Fitness User's responsibility.

The Cabana Fitness User agrees to conduct his behavior at all times so as to create no annoyance, hazard or nuisance, in the sole judgment of CALM. The Cabana Fitness User agrees to display Mariners Landing identification on vehicle(s), as required by CALM, and to provide proper identification to CALM upon request.

NO alcoholic beverages, NO glass containers, NO guests, and NO pets are allowed in the fitness facilities.

Cabana Fitness Users shall immediately notify CALM of the necessity for repair of any part of the facilities or of any potentially unsafe conditions requiring attention. This may be done at the CALM office or by calling (540) 297-9393.

CALM reserves the right to alter or amend the terms and conditions of this Agreement without notice to the User. Failure of CALM to enforce any of the terms and conditions herein shall not be considered a waiver of such term or condition.

CALM shall assume no responsibility for supervision of any activities of its Cabana Fitness Users or other users. **Children under age 16 are not allowed in the facility unless under direct supervision of another Cabana Fitness User over age 16.**

Cabana Fitness does not recommend use of the facility during periods of inclement weather (severe cold, ice, snow, heavy rain or wind).

This agreement is for the use of the fitness facilities only. Use of other amenities by the Cabana Fitness User without a valid agreement may invalidate this agreement WITHOUT REFUND.

This agreement will renew on March 1 of each year upon timely payment of the annual fee, unless written notice is given by Cabana Fitness User at least 30 days prior to March 1.

CAUTION! Lending user keys to non-members may result in immediate cancellation of membership WITHOUT REFUND!

I (we) understand that there are risks inherent in using exercise/fitness equipment and restroom/locker room facilities. Potential accidents include, but are not limited to tripping, slipping, falling, or being pinched or hit by moving equipment.

I (we) hereby warrant and represent that I (we) have no physical or mental disability, impairment or ailment preventing me (us) from engaging in active or passive exercise or that will be detrimental to my (our) health or safety, if I (we) do so engage or participate.

I (we) hereby freely and expressly assume and accept responsibility for any and all risks of injury or death while participating in activities at Cabana Fitness or while on the premises.

I (we), the undersigned, agree to hold harmless and indemnify CALM and any amenities owner and/or any officers, directors, employees, agents or owners thereof from any claims or other loss related to any injury or death and any court costs and reasonable attorney's fees that may result from or in any way be related to any use of the Cabana Fitness facilities or premises pursuant to this agreement.

It is agreed that this contract is performable and venue shall be in Bedford County, Virginia. All notices required by this Agreement or the Law shall be to the addresses stated herein. The Cabana Fitness User agrees to notify CALM within ten (10) days of any change in the information given.

The Primary User shall be responsible for informing all his/her users allowed by this agreement of the responsibilities noted in this agreement. As Primary User, I agree to all the terms and conditions of the Cabana Fitness 24/7 Membership Agreement.

Primary User's Signature	Date	Approved By CALM	Date
PLEASE PRINT			
Primary User's Name:	_____		Phone: (____) _____
Spouse's Name:	_____		Phone: (____) _____
Qualified children and DOB: (up to 4 under 21 years old)	1) _____ / ____ / ____	2) _____ / ____ / ____	
	3) _____ / ____ / ____	4) _____ / ____ / ____	
Mailing Address:	_____		
City, State, Zip:	_____	Email:	_____
Emergency Contact Name:	Phone: (____) _____		
Type of Membership:	(choose one) <input type="checkbox"/> Single Annual <input type="checkbox"/> Single Summer <input type="checkbox"/> Family Annual <input type="checkbox"/> Family Summer		

If above information is already on "Mariners Club" Agreement, only the Primary User's signature and printed name are required here.

(REV. 2018)