



HealthPoint Fitness (“HPF”) Rules and Regulations

1. MEMBERSHIP DEFINITIONS

A HPF Member (“Member”) shall be classified as one of the following:

Primary Member: An adult (age 18 or older) who pays the Primary enrollment fee and full prevailing monthly dues shall be classified as a Primary Member and have full use of the fitness facilities at HPF.

Additional Family Member(s): A legal spouse or a dependent family member of a Primary Member, who is between the ages of 12 (Cape) and 10 (Jackson) and 24 (inclusive) who lives in the Primary Member’s home or is a full-time student, can qualify as an Additional Family Member. Exception may exist if a parent/child is completely dependent upon member for transportation and they live in the same household as the member. Each Additional Family Member is subject to an enrollment fee and monthly dues in order to have full use of the HPF facilities.

All memberships are non-transferable.

2. RECORDS AND PROCEDURES

- a. **Accounts.** The enrollment fee and first month’s membership dues must be paid in full upon enrollment. Payments may be made by cash, check or credit card. Monthly membership payments can be established via EFT from a checking or saving account or from a credit card. Monthly payments can also be paid in advance. If prepaid, payments must be made prior to the first day of the next month. For example, prepayment made between March 1 and March 31 will be applied to April dues. Please notify the HPF Business Office of any changes in EFT accounts or credit card information.
- b. **Delinquent Payment.** Members may have their membership privileges revoked during periods in which their accounts are delinquent. Accounts 30 days past due will be cancelled immediately. Membership re-enrollment will be subject to payment of the outstanding account balance. Re-enrollment after 60 days will also require the payment of full enrollment fees.
- c. **Address Changes.** Members shall be responsible for providing written notice to HPF concerning changes of address, phone numbers and email addresses.
- d. **Family Membership Changes.** Primary Members may add additional family members at any time by paying the prevailing enrollment fee.
- e. **Membership Termination.** If the member joined under a contract with an initial term identified (i.e. 12 months), the membership cannot be terminated before the end of the identified term. After the initial term, memberships will continue on a monthly basis and may be terminated at the written request of the member. Primary members may terminate

a membership (after the initial term of the contract) by signing a cancellation form at the front desk by the 15th of the preceding desired month of cancellation.

- f. **Membership Freeze.** Memberships may be “frozen” during periods of forced inactivity once during a 12-month period for up to three (3) months, providing all the following conditions are met:
 - 1. The membership is not within its initial term;
 - 2. The membership account is financially up to date; and
 - 3. The primary member requests a freeze before the 15th of the preceding month of the freeze.

Additional freezes are subject to surcharge. Members on freeze may not use HPF facilities.

- g. **Termination.** HPF may terminate any member’s membership at any time for breach of the Member Agreement, the HPF Rules and Regulations, or generally undesirable behavior, as determined by HPF in its sole discretion. Member will not be entitled to a refund or any portion of enrollment fees or dues paid to the date of termination.
- h. **Dues Adjustment.** Monthly dues may be adjusted at the discretion of HPF upon 30-days prior notice.

3. APPOINTMENTS

- a. Personal training and massage appointments require a 24-hour notice of cancellation or the full session fee will be charged.
- b. Members are not allowed to train other Members for compensation. If HPF determines that such training occurs while on HPF premises, such Members may be subject to termination.

4. MISCELLANEOUS

- a. **Check-In.** All members using HPF must swipe their membership key tag at the reception desk. Members shall not allow anyone else to use their membership key tag in order to access HPF facilities.
- b. **Security.** All members and guests must enter and leave HPF via the designated entrance and exit.
- c. **Conduct.** Proper conduct with regard to language, sportsmanship, respect for others, and general behavior is expected at all times. Violation of HPF Rules or inappropriate conduct of any type will not be tolerated and may lead to membership termination. Aiding unregistered guests to gain access to HPF is considered inappropriate conduct and will result in membership termination. HPF reserves the right to require a Member to leave the premises if HPF believes such Member poses a health or safety risk, is disruptive, or appears likely to disrupt, other members or personnel. HPF reserves the right to refuse service to any Member who violates HPF Rules or engages in any verbal and/or physical abuse of HPF personnel.
- d. **Photos.** Members must receive prior authorization to take photos or video of any type in the facility. Cameras/photo devices are strictly prohibited in the locker/shower areas.
- e. **Tobacco, Alcohol, Weapons, Illegal Substances.** HPF does not permit the use of any type of tobacco, alcohol, weapon, or illegal substance on HPF premises. Members shall not use HPF facilities while under the influence of alcohol, narcotics, or any medication or other substance which may affect a member’s ability to exercise safely.

- f. **Food and Beverages.** HPF reserves the right to limit the consumption of food and beverages in certain area of HPF facilities.
- g. **Proper Attire.** All members and guests shall wear appropriate attire when using HPF facilities. Swimming or bathing suits are only allowed in the HPF pool area. Members wearing any attire that is determined to be inappropriate will be asked to change. Failure to change will result in requiring the Member to leave the premises.
Shorts: Must be near mid-thigh and must completely cover undergarments.
Shirts: Must be worn at all times (except in pool or locker rooms) and must cover the mid-section (no exposed abs).
Shoes: Must be worn at all times (except in pool or locker rooms).
Steamroom and Hot Tubs: Bathing suits must be worn.
- h. **Locker.** Only permanent lockers that are rented on a monthly basis may be locked overnight. Members are encouraged to keep their lockers locked while using fitness facilities. HPF is not responsible for lost or stolen items.
- i. **Towels.** Large bath towels are available for members. These towels are not to be taken out of the locker rooms or pool. Exercise towels are provided in the exercise areas.
- j. **Equipment.** Proper use of equipment is expected in all areas of the facility. HPF reserves the right to determine appropriate use of equipment. HPF reserves the right, in its sole discretion, to limit or restrict the use of outside equipment in HPF facilities.
- k. **Guest Policy.** If unregistered guests are found using HPF facilities, the accompanying member may be subject to termination from HPF.
- l. **Hours of Operation, Fees & Classes.** Hours of operation, fees, classes, lesson offerings, or content are set by HPF and subject to change at any time in its sole discretion. HPF is not obligated to continue any programs, classes, services, equipment, or facilities and may discontinue, change or modify the same in its sole discretion. HPF expressly reserves the right to add, eliminate, or alter any program, equipment, class, or fixture when deemed necessary or desirable in its sole discretion.
- m. **Solicitations.** HPF is for the private use of members. Any solicitation of other members within HPF facilities is strictly prohibited.
- n. **Interpretation.** All questions regarding the construction, interpretation or application of these HPF Rules shall be determined by HPF personnel.
- o. **Modification.** HPF reserves the right to modify these Rules from time to time in its sole and absolute discretion.

5. MEMBER LIABILITY

- a. Members are responsible for securing their own valuables. Lost and found items will be discarded if not claimed within a reasonable period of time. HPF shall not be liable to Member or any of Member's guest for any personal property that is damaged, lost, or stolen while on or around HPF premises including, but not limited to, any property left in a locker, vehicle, or the fitness facilities.
- b. Member shall be liable to HPF for any damage to HPF facilities and any equipment, furniture, or fixture located thereon caused by Member or any of Member's guests.
- c. Members are required to sign a waiver of liability and assumption of risk prior to using any HPF facilities.