

ISC Island Fitness Application

Name: _____

Member #: _____ Sex: _____ Birth date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ (home) _____ (work)

Activities of Interest: _____

Spouse's name: _____ Sex: _____

Spouse's Birth date: _____

Dependents (under 21)

| Name | Sex | Birth Date |
|-----------|-------|------------|
| 1.) _____ | _____ | _____ |
| 2.) _____ | _____ | _____ |
| 3.) _____ | _____ | _____ |
| 4.) _____ | _____ | _____ |

Membership Type:

Family Couple Single

Term:

Month to Month 6 Months 1 Year

Nonrefundable Initiation Fee: _____ Membership Fee: _____

Month-to-Month Credit Card Payment Method

Under the month-to-month credit card payment method, Robert Morris University Island Sports Center will Charge the member's credit card the monthly fee on the first of each month. Upon electing the month-to-month option, each member will be charged a pro rated fee for the initial month and the following month's membership fee. These charges are not refundable except as otherwise provided in this agreement or required by law. The member may cancel the month-to-month billing at any time in writing. The month-to-month is available only via credit card. To use this method, the member must complete and sign the credit card authorization at the end of this contract and must renew this membership once every twelve months.

1-Year Advance Payment Method

If the member pays one year of membership fees in advance, the monthly membership fee will be reduced by \$5.00. Thus, the member will save \$60.00 per year by using this method. 1-year advance payments are not refundable except as otherwise provided in this agreement or required by law. 1-year advance payments may be made via credit card, check or cash.

6-Month Advance Payment Method

The 6-month advance payment method is available to members who do not wish to use the month-to-month credit card method or pay one year in advance. 6-month advance payments are not refundable except as otherwise provided in this agreement or required by law. 6-month advance payments may be made via credit card, check or cash.

Buyer's Right to Cancel

If you wish to cancel this contract, you may cancel by delivering or mailing by certified mail, return receipt requested, written notice to this health club. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed before 12 midnight of the third business day after you sign and receive a copy of this contract. Any notice required herein, must be delivered or mailed to Robert Morris University Island Sports Center at 7600 Grand Avenue, Pittsburgh, PA 15225. In some cases you may also cancel this contract if you signed it before the health club facility was completed, if the club moves or goes out of business, if you become permanently disabled or if you move from the area. If you cancel, the health club may be entitled to a certain portion of the contract price. If the health club goes out of business or refuses to give you a refund, there may be a bond or letter of credit under which you are entitled to collect. For details, read your contract carefully. Enforcement of the Health Club Act is by the Attorney General of the Commonwealth of Pennsylvania or the district attorney of the county in which the health club is located. You may also bring a private cause of action. If your rights are violated, you may contact the State Bureau of Consumer Protection or your local district attorney. All money to be refunded upon cancellation of this contract shall be paid within 40 days of receipt of the notice of cancellation.

Notice of Claims

Any holder of this contract or note is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Buyer Recovery

If the Facility declares bankruptcy or breaches the terms of this contract, and after giving written notice of a claim to Facility, the injured buyer has not received a refund within thirty (30) days of said notice, then buyer may file a claim with Travelers Casualty and Surety Company of America, Hartford, Connecticut 06183. Any claim under this bond must be filed no later than six (6) months from the date on which the injury occurred.

Exercise Release

Member (as referred to herein, Member may include primary Member, his/her spouse and his/her dependent(s)) acknowledges that he or she is physically able to engage in all physical exercises, activities, and programs provided and agrees that all exercise, activities, programs, and use of the Facility's equipment and premises (including the premises of Island Sports Center) are undertaken at his or her own risk. Neither the Facility nor Robert Morris University Island Sports Center shall be held liable for any claims, injuries, damages, demands, actions or causes of action whatsoever arising from injury to Member, or his or her guests or to any property belonging to Member or his or her guests. Member and his or her guests expressly release the Facility and Robert Morris University Island Sports Center from all liability for bodily injury or loss to property from any cause whatsoever arising from the use of the facility or premises.

Policies and Procedures

Member agrees to conform to and be bound by the Policies and Procedures of the Facility and Robert Morris University Island Sports Center, as they may be amended from time to time. The Policies and Procedures contained herein are not inclusive. Amendments to the Policies and Procedures, and the decision of the Facility shall be final. Membership privileges may be suspended for violation of the Facility Policies and Procedures.

The Facility reserves the right to change its membership rate and other charges, hours of operation, programs and availability. No smoking, food or beverages are permitted in the Facility. Individuals may, however, bring their own water into this area. Proper clothing is required at all times in the Facility. The Facility reserves the right to determine the suitability of Member attire. No jeans, belts (other than weight lifting belts) or boots are permitted in the exercise area. Shoes and shirts must be worn at all times.

The Facility reserves the right at any time to terminate immediately the membership of any Member for any reason, including but not limited to, failure to pay any amounts owed under the Membership Contract, the failure to comply with the Policies and Procedures adopted by the Facility, conduct that is detrimental to the reputation of the Facility or Robert Morris University Island Sports Center or to the health and safety of the staff or other Members and guests, or for any other lawful reason. Terminated Members shall return their membership card immediately.

Relocation

Member is permitted to cancel the contract if Member moves more than 25 additional miles from the Facility and is unable to transfer the contract to a comparable facility located within five miles of his or her new residence. Upon receipt of notice of cancellation under this paragraph, the Facility shall refund to Member all monies paid in excess of an amount computed as of the date of relocation by dividing the full contract price, including any initiation fee, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term, less a predetermined fee of \$100 or, if more than half the life of the contract has expired, a predetermined fee of \$50.

Closing

Temporary closing: If the Facility temporarily closes for 30 days or less, Facility shall grant Member an extension of the membership term equal to the period for which the facility is closed.

Closing: Member is permitted to cancel the contract if the Facility closes for a period longer than 30 days and the Facility fails to provide a reasonably comparable facility within ten miles of the location designated in the contract. Upon receipt of notice of cancellation from Member, the Facility shall refund to the Member all monies paid in excess of an amount computed by dividing the full contract price, including any initiation fee, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term.

Disability

Temporary Disability: If Member has a disability which precludes him or her from using one-third or more of the facility for a period of less than six months and the disability is verified by a physician, Member is entitled to extend the membership term of the contract at no additional cost for a period of time equal to the duration of the disability.

Permanent Disability: If Member dies or becomes permanently disabled by a condition which precludes Member from using one-third or more of the facilities for six months or more and the condition is verified by a physician, Member is permitted to cancel the contract. Upon receipt of notice of cancellation under this paragraph, the Facility shall refund to Member all monies paid in excess of an amount computed by dividing the full contract price, including any initiation fee, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term, less a predetermined fee of \$50. In the case of a permanent disability, the Facility may require Member to submit to a physical examination by a physician agreeable to Member and the Facility. The additional cost of the examination shall be borne by the Facility.

Cancellation Notices

You may cancel this contract without penalty within three (3) business days after you sign and receive a fully completed copy of this contract. In order to cancel within this period, you should notify the Facility of cancellation in writing, by certified mail, return receipt requested, or by personal delivery to the Facility at 7600 Grand Avenue, Pittsburgh, PA 15225. Upon receipt of your notice to cancel under this paragraph, you will be refunded all moneys, including any initiation fee, paid by you under this contract.

You may also cancel this contract under certain circumstances described in the paragraphs above labeled RELOCATION, CLOSING and DISABILITY. In order to cancel under these circumstances, you must notify the Facility of cancellation in writing, by certified mail, return receipt requested, or by personal delivery to the Facility at 7600 Grand Avenue, Pittsburgh, PA 15225. All money, if any, to be refunded upon cancellation as provided above in the RELOCATION, CLOSING, and DISABILITY paragraphs will be paid by the Facility within 40 days of receipt of the notice of cancellation. If you have

executed a credit, lien or automatic funds transfer agreement with the Facility to pay for health club services, any negotiable instrument or credit or lien agreement executed by you will also be returned and any automatic transfer will be canceled within 40 days after cancellation.

Until the Facility has provided you with a signed copy of a contract written in full compliance with the Health Club Act, Section 2163(a), you may cancel this contract at any time.

Membership Cards

The Sports Performance Center (the "Facility") reserves the right to assign this Membership contract. A member may not transfer his or her membership and any attempt to transfer such membership shall be null and void. A membership card may not be loaned to someone else. This facility assumes no responsibility for lost membership cards. There will be a \$10.00 service charge to cover name change or membership card replacement.

By signing below, you acknowledge receipt of a fully completed copy of this contract executed by both you and the Facility. The contract consists of this document and the Robert Morris University Island Sports Center Health Club Waiver, Release of Liability and Indemnity Agreement to which you will be bound.

Member Signature

Date

Robert Morris University Island Sports Center Representative

Summary (Official Use Only)

Initiation Fee: _____
Pre Paid Membership Fee: _____
Pro Rated Fee (Current Month): _____
Monthly Fee (Next Month): _____
Other: _____
Total Fee Charged: _____