

Hawthorn Farm Athletic Club Member Rules and Regulations Updated and Effective December 15th, 2017. The below terms replace any past Membership Agreement terms and text.

Hawthorn Farm Athletic Club (HFAC) offers the use of its facilities to the Members identified in the contract for the duration of Membership, provided all required paperwork is signed and amounts due are paid. The **Primary Member** accepts responsibility for all fees and charges applied to this account, whether authorized by her/himself, guests or other persons also named as Members on this account.

HFAC MEMBER RULES & REGULATIONS

1. Rights of Membership & Services Provided: Subject to the terms of this Membership Agreement (“the Agreement”), Member(s) shall have the right to use and enjoy the services and facilities of HFAC (the Club). These generally include the gymnasium, courts, pool, cardio and weight equipment areas, group fitness studios, locker rooms, towel service, and social areas. For a separate fee not otherwise specified in this Agreement, Member(s) may also use ancillary facilities and services, generally including but not limited to drop-in childcare, youth programs, swim lessons, spa services, personal lockers, fitness assessments, group training and personal training. The Club shall employ qualified staff to operate programs and maintain services. The Club reserves the right to limit and modify its facilities, services, and programs as deemed necessary by the Club Management at any time.

2. Membership Types: This Agreement governs several Membership Types. A Membership Type is a function of both the Member Type and the Fee Type. Member Types are defined in Section 3 and Fee Types are defined in Section 4.

3. Member Types: The current Member Types are defined below:

3.1 Individual Member: One person age 18 or over.

3.2 Couple Member: Two people age 18 or over, living in a committed relationship and residing at the same address. (Proof of shared residence may be required. Not intended for extended family or roommates).

3.3 Mature Member Discount: The Primary Member of an Individual or Couple Membership must be 65 years of age or over (Secondary Members of a Couple may be younger than 65). This discount must be requested by the Member and is not applied automatically. This discount cannot be applied to Memberships with Dependent Children added, but may be used when Extended Family Members are on the account.

3.4 Dependent Child Member: Individual or Couple Members may add Dependent Children to their membership. The Primary Member must be the child’s parent or legal guardian and the child must be younger than 23 years old. All children's birth dates must be provided for admittance. Upon the Dependent turning 23, the child’s Membership should be cancelled by the Primary Member completing the Membership Cancellation Form, or the Membership will automatically convert from Dependent Child to a Sponsored Member. The Primary Member will be charged the then current dues rate of a regular Individual Membership for that person’s usage of the Club (but no additional joining fee).

3.5 Sponsored Member: Individual or Couple Members may Sponsor, or pay the monthly dues and/or added charges for, additional members such as employees, including a nanny, or extended family. A sponsorship is subject to GM approval. A Sponsored Member should be related to the Primary Member or a paid employee (e.g. a nanny or employee on a Corporate Membership). The Primary Member agrees to be fully responsible for any and all Members on their account, including paying all membership dues, any associated joining fee and Ancillary charges unless otherwise agreed to in a separate written Contract signed by all parties. HFAC reserves the right to limit the number of individuals on one account.

3.6 Care Giver Registration: Member may complete a separate form to register a nanny/care giver on the account to facilitate the membership of children or those in need of physical assistance. This person is not a Member. The Care Giver does not have any right to the use of the club other than to facilitate the use of the club by the member whom he/she is employed to be responsible for. (To provide Membership, see 3.5 above). HFAC reserves the right to charge a guest fee for a Care Giver using the facility or to restrict future access if this privilege is abused.

4. Fee Types: The current Fee Types are defined below:

4.1 Monthly Membership Dues: Dues are the base amount due each month for the Rights of Membership (see Section 1 above). All individuals on the Membership, whether in a Couple Membership, Dependent Child, or Sponsored Membership, will be on one invoice and the Primary Member is responsible for payment in full. This amount may be prorated for the first month, based upon date of joining.

4.2 Ancillary Service Charges: The Club offers Members in good standing the ability to charge Club goods and services to their Membership account. Examples include guest fees, food, beverages, spa services, Kid Central, youth or adult lessons, training and more. The Primary Member is responsible for charges by all Members on the membership as well as Member's guest(s) in accordance with this Agreement and related Club policies. The terms and conditions of the charging privilege may be modified by the Club from time to time and may be revoked in the event Member fails to comply with such terms and conditions, including keeping their balance current. The Club reserves the right to cap the total dollar amount that may be charged to a Member's account.

4.3 Membership Joining Fee: Also known as Initiation Fees, this is the initial cost of joining the Club. It is in addition to dues, and varies by Membership Type, monthly promotion, and whether the Membership is Month-to-Month or a 12-month contract. It is non-refundable except as provided in this Agreement. .

4.4 Leave of Absence: Memberships can be placed on Leave of Absence for reasons such as medical emergencies or extended travel. The Primary Member must complete the *Club Leave of Absence Form* and the request is subject to GM approval. Leave of Absences are not retroactive and all correspondence must be in writing. A one-time Administrative fee and reduced monthly fee will be charged in lieu of regular monthly dues to retain the Membership during the Leave of Absence. This amount will not be prorated and must be in one-month increments (i.e. Jan 1st through 31st). The Club will not be accessible for use by anyone on the Membership during the Leave of Absence, except when using it under "Non-Member" restrictions for paid services such as those in The Spa at Hawthorn Farm or enrolling a child in Camp (non-member rate applies) or

no more than once a month with a paying a guest fee. In any other case, a member on Leave of Absence may not use the Club during the Leave period without voiding the Leave of Absence and reinstating regular dues. Members on a 12-month agreement will have the time of the Leave of Absence added to the end of their obligation period.

4.5 Administrative Fees and Account Changes: The Club charges Administrative Fees for account services such as processing a Leave of Absence, Upgrading or Downgrading Membership Type and related. A Member may upgrade his/her membership by paying the difference between the current joining fee for his/her Member Type and the current joining fee for the upgraded Member Type. If a Member downgrades his/her member type, but subsequently upgrades back to the original Member Type, he/she pays only the then-current dues.

5. Payment Agreement

5.1 Billing Procedure: On or about the 1st of each calendar month the Club will bill the Primary member for any and all amounts owed. Each month's bill will reflect current month's dues plus any unpaid ancillary charges of the previous month(s). It will also include any **Administrative Fees** or unpaid previous charges with associated late fees. Automatic billing must be established by Credit Card or Electronic Funds Transfer (EFT) from a bank account. The EFT or credit card charge will take place on or around the 12th of each month and will be represented by *Hawthorn Farm Athletic Club*.

5.2 Late Charge and Decline Fee: A **Late Charge** shall be imposed on all amounts owed by Member for Dues, Ancillary Charges, Costs, and Fees associated with use of the Club facilities and services that are not paid in full by the 20th day of the month ("**Late Date**"). If Member's bank or credit card declines a charge properly requested by the Club, Member will be billed a **Decline Fee**. If Member's bank or Credit Card has also not processed amounts due by the Late Date, Member will also be charged a **Late Charge**. Delinquent accounts may impact access to the Club and use of Amenities.

5.3 Collections, Legal Fees or Related: In the event that this Agreement is placed in the hands of an attorney or a collection agency for collection, or for legal action of any kind, Member agrees to pay all reasonable attorney fees in both trial and appellate court as the courts may allow, plus collection costs and disbursements.

5.4 Membership Termination by The Club: In the event that the Membership account (including dues, other costs, and Club charges) becomes delinquent, the Club may, at its option, declare all payments, costs and charges under this Agreement to be immediately due and payable, and may limit access to the Club and Amenities and/or terminate the Membership in accordance with paragraph 7 of this Agreement. The Primary Member is solely responsible to notify the Club of any changes in their bank account or credit card information or to their Membership.

5.5 Credit History: the Primary Member acknowledges that, in its sole discretion, the Club may request a credit history report, and he/she may not be eligible for Club charging privileges until the Club reviews and approves.

6. No Assessment nor Assumption of Liability nor Ownership: This Agreement imposes no liability whatsoever upon Member(s) in connection with the Club other than (i) the payment of the Cost of Membership, dues, and charges incurred by all Members on the account, guest(s), or designate(s) (ii) compliance with this Agreement and all Club Policies, Rules and Regulations, Notwithstanding, this Agreement shall not limit the Club's enforcing and pursuing other rights and remedies not herein specified as otherwise provided by law. The Member(s) assume full responsibility for their own conduct, that of minors on the account and that of guest(s). This Agreement and the Membership Rights referenced herein do not convey, create or grant to Member an interest in the income, property or assets of the Club, any ownership in the Club, or any voting rights with respect to the operation of the Club. All decisions with respect to changes in the Rules and Regulations of the Club, Cost of Membership, dues, charges, and all other matters concerning the operation and management of the Club are specifically reserved to the Club, and may change at any time as provided in this Agreement.

7. Termination (Cancellation) of Membership

7.1 Termination by Month-to-Month Member: Month-to-Month Members can terminate this Agreement and cancel membership by the Primary Member (i) giving one full calendar month of prior written notice to the Club and (ii) paying all amounts owed through the date of termination. Final month dues are not pro-rated; cancellation will become effective at the end of the calendar month after notice. For example, to pay no dues in the month of December, written notice must be provided on or before 11:59pm October 31st.

7.2 Termination within 12-Month Agreement: If a Member wishes to cancel a membership within their 12-month Agreement period, the Primary Member must (i) provide the same notice as a Month-to-Month member, paying full dues for the last calendar month of membership and (ii) pay 50% of the total dues amount committed to for the remainder of the Agreement period. After the 12-month Agreement period has ended, the membership becomes a Month-to-Month Membership unless a new 12-Month Agreement is signed or written notice of cancellation is provided.

7.3 Termination by Club: In its sole discretion, the Club may terminate this Agreement if: (i) Member fails to satisfy any of the obligations set forth in this Agreement, (ii) Member violates any of the Club's Rules and Regulations, (iii) Member misrepresents his/her identity or any information related to Membership, guest passes, upgrades, downgrades, or additions to a Membership, or (iv) Member performs any act of conduct, which in the sole opinion of the Club is detrimental to the safety, welfare, good order, or ideals of the Club or its members. If this Agreement is terminated pursuant to items (ii), (iii), or (iv) of this Paragraph 8.2, Member's Cost of Membership shall be forfeited. Terminations shall otherwise be in accordance with the Rules and Regulations.

7.4 Automatic Termination: This Agreement shall terminate upon the occurrence of any of the following events: (i) Member dies (ii) due to extended illness or injury, Member is physically unable to use a substantial portion of the Club's services for 30 days or more (In this case written notice must be provided to the Club and the Club may, in its sole discretion, require confirmation from a physician), (iii) the Club goes out of business, (iv) the Club moves its facility to a location more than five additional miles from Member's residence (v) Member provides proof of moving their Primary Residence 10 or more miles from the Club or (vi) the Club significantly and materially changes the facilities and services described in this Agreement and

the Member provides written notice of Cancellation. In all cases, Membership Dues will not be prorated and all amounts due must be paid in full. Cancellation will become effective the month following written notice and once all amounts due are paid in full.

7.5 Cancellation Right: Pursuant to Oregon Law, a member may cancel this agreement without penalty by delivering or mailing a written notice to the Club before midnight of the third (3rd) business day after executing this agreement. The notice must be hand-delivered or mailed via certified mail to the Club at 4800 NE Belknap Ct., Hillsboro, OR 97124. If you cancel in this manner, the Club will return to you within fifteen (15) days all amounts you have paid.

8. Policies, Rules and Regulations: Member(s) and all persons using the Club are bound by and shall comply with the Policies, Rules and Regulations of the Club. The Club, at its sole discretion, may amend these and any amendments will be effective upon publication in the Club's newsletter or the posting of a sign at conspicuous place in the Club's facilities. Updated copies of the Policies, Rules and Regulations shall be available to Members upon written request from the Business Office within the Club.

9. At Your Own Risk: Any Member, guest or other person who in any manner makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned or operated by the Club, or who engages in any activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk, and shall hold the Club, its owners, employer, representatives and agents harmless from any loss, cost, claim, injury, damage, all liability, sustained or incurred by him or her resulting therefrom, *and/or* resulting from any act of any owner, employer, representative or agent of the Club.

10. Nondiscrimination: The Club accepts applications for Membership from any individual, family, or business of good character and financial responsibility without regard to race, creed, color, gender, national origin, sexual orientation or any protected class.

11. Partial invalidity: In the event that any provision of this Agreement proves to be invalid, void, or illegal, such invalidity, voidness, or illegality shall in no way effect, impair, or invalidate any other provision of this Agreement.

12. Notices: Any notice required to be given by the Club shall either be delivered in person,, emailed to the email address associated with the Primary Member, or deposited via the United States mail at the mailing address indicated on this Agreement (Primary Member email or mailing address changes must be submitted in writing to the Club business office). Notices to the Club may be emailed to info@hfac.com, delivered in person, or mailed to 4800 NE Belknap Ct, Hillsboro, OR 97124. Unless otherwise specified, notice shall be deemed to have been given three (3) days after depositing in the US mail.

13. Approval by the Club: Start Date: This Agreement constitutes an application for Membership and subsequent credit approval. The Membership referenced herein shall not be effective until the Start Date set forth above.

14. Service Providers: The Club has qualified personal trainers, spa service providers, and other professionals on staff and available as specified above. No non-staff personal trainers, spa service providers, and other professionals shall work with Member or guests in the Club facilities. Member using

the services of non-staff personal trainers in the Club facilities are subject to suspension and/or termination. Unless in writing by an authorized representation of Ownership, trade outs are not allowed and will result in discipline for any employee of the Club.

15. **Non-transferability of Membership:** Member(s) shall not assign any of its rights, title, or interest in or to this Agreement. However, the Club may assign or otherwise transfer all or any of its rights under this Agreement to any Affiliate or Successor in Interest.

16. **Right to Modify:** The Club reserves the right to modify the terms of this Agreement with notice (See Section 12 above).

17. **Member Responsibility for Notice of Change:** The Primary Member is solely responsible to notify the Club of any changes in their bank account or credit card information, to their email or mailing address or contact information, to their Membership or any other information that may impact their Membership, ability to receive communications or the financial amounts due to the Club.

ACKNOWLEDGEMENT OF PRIMARY MEMBER:

I understand HFAC's Billing, Payment and Cancellation Policies as outlined in this Agreement, including my Cancellation right outlined in Section 7 above.

I understand that The Club is not responsible for lost, stolen or damaged personal property.

I understand I am responsible for all charges made by any other Members on this account or my guests and that HFAC cannot manage disputes or agreements between account members.

I have read this Membership Agreement in full. I have received a copy of the document HFAC Member Policies and, if applicable due to minors on my account, the document HFAC Youth Policies and Self Manager Program. I hereby acknowledge that these documents and HFAC's posted policies constitute the entire understanding of the parties, that no other understanding or agreement exists between us and that HFAC has made no expressed or implied warranties or representations, other than those set forth herein.

Waiver of Liability:

In consideration of the Membership Rights granted under this Agreement, I accept the Club's services and facilities "as is". I acknowledge and agree that all use of the Club's services and facilities shall be undertaken at my sole risk. I agree that the Club shall not be liable for any injuries or damages to my person or property, or that of any Members or Guests on my account, including those arising out of the use of the Club's services or facilities. I agree to this whether or not resulting from acts of active or passive negligence on the part of the Club, its officers, employees, or agents. I, personally and on behalf of my executors, administrators, and assigns expressly forever release and discharge the Club, its successors, assigns, directors, officers, employees, representatives, contractors, and agents from any and all liability, claims (including those based upon negligence), demands, actions or causes of action relating to any such injuries or damages.

ACCOUNTS WITH ADDED MINOR DEPENDENTS:

Assumption of Risk and Liability Release Agreement: As the Parent/Legal Guardian of all minors on this Account, understand that my child(ren)'s use of the Club may involve certain potentially dangerous activities, including but not limited to running, jumping, climbing to heights, swimming, and use of equipment. I acknowledge that such activities may be inherently physically demanding. In consideration of the Club permitting my child to use the Facilities and Amenities, or to participate in activities, I hereby knowingly and willingly assume all risk of physical, emotional, and economic harm which may occur as a result of my child(ren)'s use or participation. I also release shareholders, employees, instructors, and agents from any and all losses, cost, expenses, damages, fees, attorney's fees, and liability which may result from my child(ren)'s use or participation.

I have received and Agree to all terms of the Club's Youth Policies including the Self Manager Program. I understand that I am ultimately and always responsible for the safety and supervision of my child(ren).

In the event of an emergency in which my child requires medical attention and I am not immediately present, I authorize the Club to take or transport my child(ren) via ambulance at my expense to the nearest medical facility and to authorize such medical treatment as deemed necessary by medical staff. I understand that in the event of such an emergency the Club will attempt to notify me using the contact information provided on this Agreement.

ACKNOWLEDGEMENT OF ADDITIONAL MEMBERS (OVER THE AGE OF 18):

I understand that I am responsible for knowing and following all the Policies, Rules and Regulations related to HFAC Membership. I acknowledge that the Club is not responsible for lost, stolen, or damaged personal property. I further acknowledge that the Primary Member is ultimately responsible for payment of all charges I make to this Membership account and that the Club cannot be involved in any agreement that Primary Member and I make regarding these charges.

I understand that if I am the parent or legal guardian of a minor using the club, or am otherwise responsible for a minor using the club, be that minor Guest or Member, I accept full responsibility for that child's safety and conduct. I agree that we will follow all policies, rules and regulations outlined here, in the HFAC Youth Policies and Self Manager Program document, or otherwise posted by the Club.

Waiver of Liability: In consideration of the Membership Rights granted under this Agreement, I accept the Club's services and facilities "as is". I acknowledge and agree that all use of the Club's services and facilities shall be undertaken at my sole risk. I agree that the Club shall not be liable for any injuries or damages to my person or property, or that of any Members or Guests on my account, including those arising out of the use of the Club's services or facilities. I agree to this whether or not resulting from acts of active or passive negligence on the part of the Club, its officers, employees, or agents. I, personally and on behalf of my executors, administrators, and assigns expressly forever release and discharge the Club, its successors, assigns, directors, officers, employees, representatives, contractors, and agents from any and all liability, claims (including those based upon negligence), demands, actions or causes of action relating to any such injuries or damages.

Your Signature Below Acknowledges and Accepts the above Statements. It is required prior to your first using Club services or amenities. Emails provided will be used for Club communications only, and will not be shared with any outside party.