



Manitoowish Waters Athletic Club (MAC)
Membership Application

13870 Woodland Lane
Manitoowish Waters, WI 54545
(715) 543-2808

Applicant Name: (Last) (First) (Middle)

Mailing Address: Apt. #

City: St: Zip: Phone: ()

Birthday: / / Driver's License #: St:

Email: How did you hear about us:

Emergency Contact: Phone: () Relationship:

Table with columns for Membership Type (Daily, Weekly, 1 Month, 6 Month*, 1 Year*), Fee, and Billed Monthly. Includes sub-columns for Single and Family membership options.

*Membership fees displayed do not include the first month's prorated fee, which varies since it is calculated based on the membership's start date.

**Family Membership includes two adults in the same household plus unlimited dependent children under the age of 26 living in the same household.

PAYMENT METHOD. Membership Fees are billed on a monthly basis in advance of the services to be provided and require automatic debit. Recurring charges for Memberships will automatically stop at the end of the Membership period...

I hereby consent to the MAC setting up a recurring monthly charge against my Credit/Debit Card or Checking Account (6 Month and 1 Year Memberships only).

By signing below, I agree to the attached Terms & Conditions and further represent that if this Agreement is for a minor, the minor is 14 years of age or older, and I accept all of the obligations and responsibilities on behalf of the minor under this Agreement.

Signature Date

*If applicant member is 14-17 years old, the following must be completed by a parent or guardian

Parent/Guardian Name: (Last) (First) (Middle)

Mailing Address: Apt. #

City: St: Zip: Phone: ()

Driver's License #: St:

For office use only:

Table for office use with columns: Membership Start Date, Membership End Date, First Bill Date, Final Bill Date, Prorated Dues.

Please note, the first month of membership on 6 Month and 1 Year agreements is prorated unless the membership begins on the 1st day of the month. If the first month was prorated, the membership term is 6 or 12 months (depending on membership purchased) from the 1st day of the following month.

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Additional Terms & Conditions

MEMBERSHIP BENEFITS

- As an active Member of the MAC, the following services located at 13870 Woodland Lane, Manitowish Waters (the "Facility") are available to you subject to the Rules & Regulations.
 - Gym - including free weights, weight machines, and a variety of cardio equipment
 - Training aids including stability balls, plyometric boxes, jump ropes, and stretch mats
 - Pool & Hot Tub
 - Locker Rooms with Locks
 - Towel Service
- **Additional Services** - From time to time the MAC may offer Additional Services including personal training sessions, lessons, classes or special programs. These Additional Services will be subject to a charge in addition to the Membership Fee. Please speak with a MAC representative for information about these Additional Services.
- **Guest/Visitor Passes ("Permitted Guests")** - Daily Guest/Visitor Passes are available at the rate of \$10.00 per day. Permitted Guests will be required to sign a Waiver & Release and abide by all Rules & Regulations.
- **Hours of Operation / Access**
Mon. - Sun. 6:30am – 7:00pm

ABILITY TO USE MEMBERSHIP BENEFITS

- If any of the facilities or services described in the Membership Benefits become unavailable or are no longer fully operational, you are liable for only that portion of time that the facilities or services were available to you. You are further entitled to a refund of any other funds already paid. This provision does not apply to regular maintenance or prompt equipment repairs, improvements to the facilities or services, or the replacement of a facility or service with an equal or superior facility or service.
- If you are unable to make use of or receive the Membership Benefits contracted because of death or disability, you are liable for only that portion of time that you were able to use the facilities or services prior to the time of the death or disability.

DEFAULT & LATE PAYMENTS

- Should you default on any payment obligation or otherwise violate the MAC Rules and Regulations, your access to the facilities and services may be terminated and the entire remaining balance of your Membership Fee shall be deemed due and payable at the time of default.

CANCELLATION AND REFUNDS

- *Right to Cancel.* You are permitted to cancel this contract until midnight of the 3rd operating day after the date on which you signed the contract.
- If the facilities or services that are described in the contract are not available at the time you sign the contract, you have until midnight of the 3rd operating day after the day on which you received notice of their availability, to cancel the contract.
- If within this time period you decide you want to cancel this contract, you may do so by notifying MAC by writing mailed or delivered to the MAC at the address shown on the contract.
 - If you do so cancel, any payments made by you, less a user fee of no more than \$3 per day of actual use, will be refunded within 21 days after notice of cancellation is delivered, and any evidence of any indebtedness executed by you will be canceled by MAC and arrangements will be made to relieve you of any further obligation to pay the same.



Manitoowish Waters Athletic Club (MAC)

Waiver & Release

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Manitoowish Waters, WI 54545
(715) 543-2808

For and in consideration of the benefits derived from access to and/or use of the MAC and the equipment and services provided therein, **I assume all risks and hazards of every kind or nature incidental thereto.** I, on behalf of myself, minors identified below, my heirs, executors, successors and assigns, agree to indemnify, defend, release and hold harmless the Manitoowish Waters Athletic Club, LLC, Rest Lake Apartments, LLC, and each of their respective parents, affiliates, subsidiaries, officers, managers, members, employees, volunteers, agents, heirs, successors and assigns ("Released Parties") from all injuries, claims, losses, costs, expenses, damages (including reasonable attorney's fees) of any kind and nature which may arise or hereafter accrue in connection with my or my minor's use of the MAC and its Facility, equipment, or services ("Claims"), **including the negligent acts and omissions of the Released Parties**, but excepting therefrom any Claims directly arising out of the gross negligence of the Released Parties.

With respect to my access and/or use of the MAC, the Facility, and the equipment or services provided therein, I make the following covenants, representations and warranties:

- I understand that there are inherent risks, **including significant injury or death**, in the participation of any physical fitness or exercise activity. _____ **Initials**
- I understand and acknowledge that third parties have access to and use of the weights, weight machines, cardio equipment, and other exercise aids and equipment, and there is an inherent risk that such parties may damage or otherwise render such equipment defective or cause it to malfunction, **which could cause significant injury or death** to myself or others. _____ **Initials**
- I understand and acknowledge that it is my responsibility to inform any personal trainer or instructor of my health condition, including any injuries, discomfort or pain, prior to, during and each time I engage in any physical activity, and my failure to do so carries inherent risks, **including significant injury or death**. _____ **Initials**
- I consent to and grant permission for first aid to be given to me in an emergency, whether by a MAC employee or medical professionals, and I will be solely responsible for any costs (medical, transportation or otherwise) resulting therefrom. _____ **Initials**

I have read this Waiver & Release and the attached Rules & Regulations in their entirety. I understand that while the MAC requires a waiver and release to be on file prior to use of the Facility, I have been given an opportunity to negotiate the terms herein prior to executing it, and I freely and voluntarily choose to execute this Waiver and Release on behalf of myself and/or as the parent or guardian of any minor (under 18 years of age) identified below.

Member/Guest and/or Parent/Guardian Signature _____ Date _____ Minor's Name _____

Printed Name _____ Minor's Age _____

Home Address: _____ City: _____ St: _____ Zip: _____

Phone: (____) _____ Alternate Phone: (____) _____