

TERMS AND CONDITIONS- You have agreed to be bound by the Terms and Conditions set forth as follows below.

A. Membership - Memberships at SLFSPC are open to individuals who have attained the age of eighteen (18) years or twelve (12) years of age with parental permission. Guests under the age of eighteen (18) years of age must be accompanied by a parent or guardian who is a member of the fitness center. Sales of memberships are subject to their availability. SLFSPC will issue a membership card to all members which must be presented before entering the SLFSPC. Membership cards are not transferable. You will be in default on this Agreement if you do not follow any of the provisions of this Agreement, including without limitation the Rules and Regulations of SLFSPC. If you are in default, SLFSPC may, at its option, terminate your membership privileges.

B. Membership Fees - The Membership Fee of SLFSPC consists of Monthly Membership Dues and other provided services at the discretion of the member. SLFSPC may, from time to time, in its sole discretion increase or otherwise amend the Monthly Membership Dues or other fees it imposes upon members and guests by giving thirty (30) days prior written notice of the change. The posting of the amendments in SLFSPC facilities will constitute written notice for this purpose. Amendments shall become effective on the date specified on the notice.

C. Management - The classification of members, the amount of Membership Fees payable by the members of each class, the suspension and expulsion of members, the use of facilities and equipment, programs, hours, guest policies and all other matters affecting or relating to the members or membership or the facilities of SLFSPC shall be directed by and subject to the sole discretion of SLFSPC. SLFSPC reserves the right to close or relocate SLFSPC, to repair, alter, modify, discontinue or remove any facilities, equipment or programs of SLFSPC, or to change the times when such facilities, equipment or programs are available for use; and, except as expressly provided herein, you will not be entitled to a refund, deduction from any portion of the Membership Fee.

D. Nondiscrimination - It shall be the policy of SLFSPC to accept applications for membership from any individual, couple or family without regard to race, sexual orientation, creed, color, age, religion, disability, ancestry, gender, sex or national origin or other characteristics protected by applicable law.

E. Termination - SLFSPC reserves the right at any time to terminate immediately the membership of any member for failure to comply with this Agreement, the Rules and Regulations adopted by SLFSPC, or conduct which is detrimental to SLFSPC, or to the health and safety of the staff or other members or guests. Terminated members will be required to immediately return their membership cards to SLFSPC. The terminated member will remain liable for all Membership Fees and other costs, fees, or charges incurred prior to receipt of the membership card by SLFSPC. In the event SLFSPC does not open for business or closes, this Agreement will be terminated.

Members may cancel their membership and other provided services such as Team Works, Locker rentals and Elite membership for any reason by completing a "Membership Account Change Form" in person at the Member Service Desk. Members may terminate the Agreement if SLFSPC closes for more than thirty (30) days and fails to provide a comparable facility within twenty (20) miles of the location of SLFSPC. Upon receipt of notice of cancellation, SLFSPC shall refund all fees paid in excess of the time SLFSPC was open. If Member dies or becomes permanently disabled, upon receipt of termination notice, SLFSPC shall refund all fees paid in excess of the time Member became deceased or permanently disabled.

F. Holding a Membership - Maintaining a Membership Without Paying Full Monthly Dues - Members may request that their membership be placed on hold according to the following restrictions:

1. Requests to hold a Membership must be in writing, sent to Member services.
2. Requests for holding a membership may be honored for medical reasons, temporary relocation, and extenuating circumstances and are subject to approval by the Director of Fitness & Sports Performance.
3. Thirty-day notice period may be waived by submitting a medical note from member's physician stating that he/she is not physically able to use the facility.
4. Membership must be put on hold for a minimum of one (1) month and must not exceed six (6) months.
5. If one person on a family membership freezes the membership, the remaining member(s) pays the regular membership dues.
6. A medical note from the member's physician will be required upon return to active membership.

G. Extension of Membership Term - If a substantial portion of SLFSPC's facilities are unavailable due to an event such as a fire, strike, flood, loss of lease or the like, the member shall be entitled to either extend the agreement period equal to that during which the Center is closed or to receive a prorated refund of the amount paid.

H. Assignment: Transfer - You may not transfer your SLFSPC membership. If you attempt to transfer your membership in violation of this paragraph, such attempted transfer shall be null and void. You may not loan your membership card to anyone.

I. Rules and Regulations - You shall comply with any and all Rules and Regulations of SLFSPC. The rules contained herein are not inclusive. Amendments to SLFSPC's Terms and Conditions, and Rules and Regulations, may be made from time to time as necessary. On all questions regarding the interpretation of SLFSPC's Terms and Conditions or Rules and Regulations, the decision of SLFSPC will be final.

J. Guests - All guests must be accompanied by a member and such member will be responsible for their guests. Each guest must (a) pay a guest fee; (b) be over fourteen (14) years of age; (c) complete Guest Consent Form; and (d) provide a valid form of photo identification. Member may not bring the same guest to SLFSPC more than one (1) time in a six (6) month period. Guests under the age of eighteen (18) years of age must be accompanied by a parent or guardian who is a member.

K. No Interest - Membership does not confer any interest in the property of SLFSPC or any right to participate in the management of SLFSPC.

L. Default - If procedures for enforcement of any provisions hereof are instituted, Member agrees to pay all costs incurred for such enforcement, including, but not limited to, reasonable attorneys' fees if SLFSPC is prevailing party.

M. Governing Law - This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and, without regard to choice of law principles to the extent preempted, by the laws of the United States.

N. Entire Agreement - You understand that this Agreement, and the documents referred herein, constitutes the entire agreement pertaining to membership and supersedes any other promises, representations or understandings of any kind, whether written or oral, made with respect to the subject matter hereof. This Agreement may be modified only by a signed writing, signed by both parties to this Agreement.

O. Severability - Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If there is any provision of this Agreement or the application thereof to any party or circumstance, which shall be prohibited by, or invalid under applicable law, such provision shall be ineffective to the minimal extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement, or the application of such provisions to other parties or circumstances.

RIGHT TO CANCELLATION

You may cancel this agreement at any time before midnight of the third business day after receiving a copy of a fully signed agreement. If you choose to cancel this agreement, you must either: send a signed and dated written notice of cancellation by registered or certified mail, return receipt requested; or personally deliver a signed and dated written notice of cancellation to the SLFSPC. If you cancel this agreement within the three-day period, you are entitled to a full refund of your money. If the third business day falls on a Sunday or holiday, notice is timely given if it is mailed or delivered as specified in this notice on the next business day. Refunds must be made within 30 days of receipt of the cancellation notice to the health club. "Business day" means any calendar day on which patrons may inspect and use the health club's facilities and services during a period of at least eight hours, except holidays and Sundays.

PATIENT AUTHORIZATION FOR THE RELEASE OF PROTECTED HEALTH INFORMATION – GENERAL

Authorization to Disclose. I authorize St. Luke's University Health Network and its affiliates, and each of their employees, physicians and representatives (collectively, the "Network") to use and disclose health information about me in the form of photographs, video/audio recordings, and/or comments made during interviews with me or with health care professionals. The purpose of such uses and disclosures would be for the promotion of the Network and its services, patient education, discussion of newsworthy topics, community reports, donor materials, or otherwise, whether appearing in newsletters, web pages, forums, advertising, publications, displays, written or audio media releases, or other formats.

Refusal to Sign. I understand that I may refuse to sign this Authorization. The Network may not refuse to treat me based on my refusal to sign this Authorization.

Revocation of Authorization. I understand that I may revoke this Authorization at any time, in writing, except to the extent that the Network has already relied on it in making a disclosure. My written revocation will become effective when the Network receives it. If I wish to revoke this Authorization, I will send a written request to: St. Luke's University Health Network, 801 Ostrum Street, Bethlehem, PA 18015, Attention: Director, Marketing and Public Relations.

Further Disclosure. I understand that if I authorize the disclosure of my protected health information, those who receive it may further disclose this information, and Federal law may no longer protect it.

Expiration of Authorization. I understand that this Authorization will expire five years from the date I sign it. Once this Authorization has expired, the Network may no longer use or disclose my health information for the purposes listed in this Authorization unless I sign a new Authorization.

MEDIA CONSENT AND RELEASE – GENERAL

I hereby consent and authorize St. Luke's University Health Network and its affiliates (the "Network") and/or (the "Media") to take photographs of me and interview me, and to make video and/or audio recordings of me (the "Material"). I authorize the Material to be used or disclosed for any and all purposes relating to the promotion of the Network and its services, patient education, discussion of newsworthy topics, community reports, donor materials, or otherwise, whether appearing in newsletters, web pages, forums, advertising, publications, displays, written or audio media releases, or other formats.

I understand that I can ask that any photography, recording, or interview be stopped at any time.

I understand that I have no right to inspect or approve the advertisements, articles, reports, or other documents or displays (whether visual or audio) in which my Material may be used. However, I understand that the Network and the Media will use the Material in good taste.

I understand that the Material will be the property of the Network or the Media. I waive any and all rights I may have in the Material. I understand and agree that I will not receive any compensation in any form from the Network or its affiliates, the Media, or from any other source as a result of allowing the Material to be taken, used, disclosed, or distributed.

I irrevocably release the Network, its employees and agents, and the Media from any and all liability arising from or connected with the taking, use, disclosure and distribution by the Network of the Material. ___Yes ___ NO _____ Initials

WAIVER AND RELEASE

Member fully comprehends and assumes all risks involved in his/her use of the physical fitness equipment in the SLFSPC. Member acknowledges that he/she has been advised to consult his/her physician prior to use of the physical fitness equipment to ensure that member is physically able to engage in strenuous physical activity. Member assumes any risks normally associated with the use of SLFSPC or its facilities and the participation in activities or programs conducted at SLFSPC. This representation and warranty is made by the member with the knowledge that SLFSPC is relying upon it in connection with the sale of the membership. SLFSPC reserves the right to exclude a member from participation in any activity if SLFSPC believes that such member's participation in such activity could result in a direct threat to the health and safety of the member, other members, guests, or the staff of SLFSPC.

Member warrants and represents that he/she has no disability, impairment or ailment that will prevent him/her from engaging in any active or passive exercise or activity that will be detrimental to his/her health, safety or physical condition if he/she does participate in such exercise or activity at SLFSPC. Member acknowledges that SLFSPC is relying on the representation made by member in the general fitness agreement in order to provide membership privileges.

Being fully cognizant, and assuming all risks involved in the physical conditioning program offered by fitness center, member does hereby remise, release, quitclaim and forever discharge SLUHN, its parent or affiliates, together with all their officers, directors, its employees or agents, administrators, successors and assigns (hereafter referred to as "the releases") of and from any and all manner of actions, suits, debts, accounts, damages, judgments, executions, claims or demands whatsoever in law or equity, or otherwise, which against the releases, member's heirs, executors, or administrators hereafter can, shall or may have, for, upon or by reason of any injury that member may sustain or incur while using the facilities of the SLFSPC, or while engaging in physical conditioning exercises. In consideration of being accepted as a member of SLFSPC, member does hereby assume all risks of his/her involvement and covenants and agrees not to bring legal action for damages should member sustain any injury.

I understand the terms of this Consent and Release. I certify that I am 18 years of age or older or I am the parent or legal guardian of the below named minor child and I understand the terms and meaning of this Consent and Release.

Signature (or parent if under 18 years old): _____ Date _____

Print Member Name _____ Print Name of Parent/Legal Guardian: _____

ST LUKE'S UNIVERSITY HEALTH NETWORK

SLFSP Staff: _____ Date _____

AUTOMATIC PAYMENT PLAN for monthly dues—You hereby authorize SLFSP, to make the following credit card charges, withdrawals by Electronic Funds Transfer (EFT) or Payroll Deduction for the payment of Monthly Dues:

Charge credit card: Visa MasterCard Discover American Express Amount: \$ _____

Name on card _____

Account No. _____ Exp. Date _____ CVV _____

Account Holder Signature _____ Date _____

Withdraw from bank account: Checking Savings Amount: \$ _____
(Please attach a voided check)

Bank Name _____

Account No. _____ Routing No. _____

Account Holder Signature _____ Date _____

St. Luke's employee bi-weekly payroll deduction: Full-Time Employee Part-Time Employee Pay period: _____
(Reserve/per diem employees are not eligible for payroll deduction)

Employee Name _____ Employee ID# _____

Employee Signature _____ Date _____