

n a n t u c k e t

Winter Membership Application October 13, 2018 – May 10, 2019

- ✓ **APPLICATIONS MUST BE SUBMITTED TO A STAFF MEMBER AT THE FRONT DESK OF THE WELLNESS CENTER (APPLICATIONS MAILED, EMAILED OR FAXED IN CANNOT BE CONSIDERED)**
- ✓ **APPLICATIONS MAY BE DROPPED OFF STARTING ON SEPTEMBER 4TH, NOT BEFORE.**
- ✓ **APPLICATIONS TAKE 2 BUSINESS DAYS TO BE PROCESSED.**

**10 Westmoor Lane
Nantucket, MA 02554**

508-325-7155

spa@thewestmoorclub.com

1917



2005

THE WESTMOOR CLUB

n a n t u c k e t

Highlighted Terms and Conditions

1. Attire

- All-white attire is required on the squash courts. No black-soled sneakers.
- Bared midriffs are not allowed.
- All baseball hats must be worn bills forward.
- Men's singlets are not allowed.

2. Cell Phones

- Speaking on cellphones is not allowed on the Westmoor property, except outdoors on the soccer field.

3. Parking

- All vehicles shall be parked only on the shell lots, **never** on the grass.
- No vehicle shall be parked by the loading dock behind the Wellness Center.

4. Guest Policy

- All guests, including those using the Paddle Tennis Courts, must register with the Wellness Center concierge. Guests may use the facilities three times each membership year, either three times by one Guest or once each by three different Guests. Members may host only two guests at one time.

Unaccompanied guests are not allowed at any time, for any reason. Members will be charged a guest fee of \$25 per guest. Guest fees and any additional fees incurred by guests, shall be paid at the time by the guest or they become the responsibility of the Member and will be charged to the Member's account number. Any violation of the guest fee policy may result in immediate termination.

- Children under 16 are not permitted in Wellness Center unless by prior arrangement with the Wellness Director.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms.

Name: _____

Signature: _____

Date: _____



THE WESTMOOR CLUB
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2018/19 Winter Membership Application

Request is hereby made by the undersigned applicant for winter membership in The Westmoor Club ("Club"). The undersigned has read and understands the Terms and Conditions of Application and Membership.

APPLICANT:

LAST

FIRST

MIDDLE

Mailing Address:

Telephone Number: _____

Valid E-mail Address*: _____

**Email address required*

Please select the membership(s) for which you are applying:

- | | | | |
|---|---------|--|-------|
| <input type="checkbox"/> 2017/2018 Returning Member | \$1,325 | <input type="checkbox"/> Nantucket Whaler* | \$775 |
| <input type="checkbox"/> New Member | \$1,475 | <input type="checkbox"/> Youth Family ** | \$375 |
| <input type="checkbox"/> Senior Member (62+) | \$975 | | |

HONORARY RATES – MUST PROVIDE PROOF OF EMPLOYMENT

- \$1,125 - Hospital Employee, Nantucket Island Schools, Fire, Police & Coast Guard
- \$1,125 – Current 501(c)(3) nonprofit year round employee

***Nantucket Whaler is an individual that is 16 – 21 years old, without a parent who holds a winter membership.**

****Youth Family is an individual who is 16 – 21 years old, with a parent who holds a winter membership.**

Upon acceptance to The Westmoor Club, I agree to the following:

- Pay in full by check
- Pay in full by credit card

By signing this application, applicant acknowledges receipt of the Membership Terms and Conditions and agrees to be bound by all of their respective terms and conditions, as they may be amended from time to time. Dues, fees, and charges are subject to applicable State of Massachusetts taxes. Membership dues, use and facility fees are subject to change without notice.

Applicant hereby agrees that he/she shall be liable for all dues, charges, and other amounts from time to time owing to the Club, including all charges incurred by Applicant and his/her guests.

Applicant Signature

Date

This Winter Membership Agreement shall not be binding upon the Club until the acceptance below is signed.

APPROVED AND ACCEPTED: The Westmoor Club Management, LLC

Application Number: _____

By: _____

Date: _____

Print: _____

Title: _____

The Westmoor Club

Wellness Center Waiver and Release

I and all listed on my application enter into this Wellness Center Waiver Release (Agreement) with The Westmoor Club for the privilege to use the facilities located at the Westmoor Spa and Fitness Center.

1. Waiver and release of all claims (including negligence)

In consideration for use of the facility, I waive and release The Westmoor Club, its agents, servants, employees, insurers, successors and assigns from all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence at the facility or use of the facility and/or equipment. **This waiver and release is intended to and does release The Westmoor Club from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and The Westmoor Club's negligence, including but not limited to negligence in the construction, maintenance and upkeep of the facility and its equipment, negligence in training or negligence in supervision. This is not intended to release The Westmoor Club from any liability resulting from their intentional conduct.**

I understand that if, for any reason, I am or have been under medical supervision or if I have not exercised regularly in the recent past, that a doctor's approval should be obtained prior to use of the facility's equipment. I understand and agree that it is my sole responsibility to obtain a doctor's approval.

I further covenant and agree not to institute any claims or legal action against The Westmoor Club for any claim released by this Agreement. I further agree that should any claim be made against The Westmoor Club in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) The Westmoor Club for any such claim and expenses including attorney's fees and costs incurred by The Westmoor Club in defending themselves or security indemnity hereunder.

I recognize the facility is not supervised, and I use the facility (including premises and equipment) entirely at my own risk.

2. I understand that The Westmoor Club is not responsible for any lost or stolen valuables or property from within the facility, parking lots, and Paddle Tennis Courts.

3. While at the facility, I agree to conduct myself in a responsible manner and will refrain from engaging in inappropriate conduct, including the use of loud, foul, slanderous language or any intimidating or offensive conduct that would interfere with the peaceful use and enjoyment of the facility by other users.

4. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue The Westmoor Club for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by The Westmoor Club, will void and terminate this Agreement and may result in loss of the ability to use the facility, with no refund.

Name: _____

Signature _____

Date: ____/____/____

APPLICATIONS WILL NOT BE PROCESSED WITHOUT VALID CREDIT CARD OR ACH DEBIT CARD INFORMATION:

CREDIT CARD INFORMATION

Name on Credit Card: _____ Type of Card: _____

Credit Card Number: _____ Expiration Date: _____

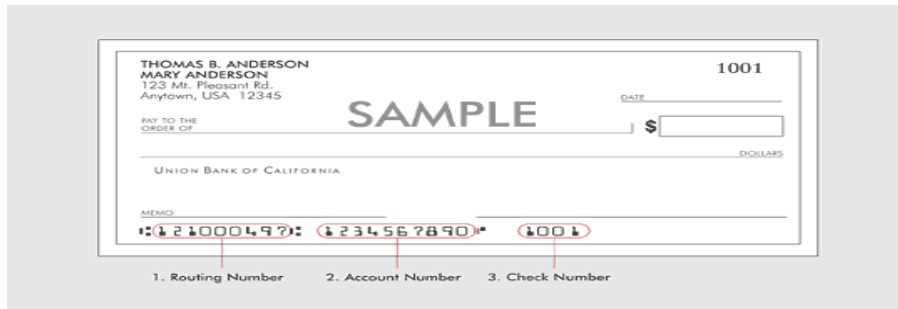
Signature: _____

ACH DEBIT INFORMATION

Bank Account Name: _____

Financial Institution Name: _____

9 Digit Routing Number: _____ 10 Digit Account Number: _____



Signature: _____

WINTER MEMBERSHIP

The undersigned Applicant desires to acquire a Winter Membership in the Club and agrees to pay The Westmoor Club Management, LLC, a Massachusetts limited liability company, the Membership Dues as follows:

Winter Memberships are for the winter season only (October 13, 2018 –May 10, 2019) and are non-refundable and non-transferable. Payment must be received by the Club prior to use of the facilities.

Checks should be made out to: The Westmoor Club Management, LLC

For Membership Office Use:

Application Received By: _____ Date: _____

Approved By: _____ Date: _____

Processed By: _____ Date: _____

Membership Number: _____

Terms and Conditions of Application and Membership

1. The Winter Membership of the Club for the 2018/19 season commences October 13, 2018 and ends on May 10, 2019. The dues, fees and charges will be set prior to each membership year. This is a seasonal membership only.
2. Winter Memberships are offered to individuals. Payment must be made in full upfront.
3. With acceptance, each Member must provide the Club with the number of a major credit card or ACH Debit account number issued to the Member and, by signing this application, hereby authorizes the Club to charge that credit card. Every month, any additional charges or purchases will be charged automatically to the credit card on file. The Club may also suspend and/or terminate the membership of any Winter Member if the Club's attempt to charge to the Member's credit card is rejected. **Any account with an amount due at the month's end which is not cleared in 5 days will be charged a \$15 penalty fee and have their account suspended until paid in full.**
4. Every Member will be assigned a membership number to charge lessons, services and retail items to their account. Cash and checks are not accepted for charges and purchases. You must sign in when entering the Wellness Center, using this membership number.
5. A resigned Winter Member must continue to pay all dues and other amounts required of Members through the end of the membership year in which the Club received notice of the Member's resignation. **There will be no refund of dues. Winter Memberships are non-transferable.**
6. The Club facilities for Winter Members consist of the Spa, Fitness Center, Paddle Tennis Courts, Classes, Squash Courts, and Locker Rooms. Winter Members are not permitted to use any other facilities of The Westmoor Club.
7. There is **NO** fee charged for exercise classes during the winter season. Signups through the concierge are required to ensure your place in class.
8. For personal training appointments and spa treatments, the Club will charge the full price to those who reserve, but do not attend or cancel within 24 hours. If you cancel within 24 hours and reschedule during that time period, you will not be charged for the original cancellation.
9. Children (16 years-old or older) or parents of Winter Members may use the facilities up to 14 days per season as guests, and a guest fee of \$25 per person per day will be incurred. Children under 16 are not permitted in Wellness Center unless by prior arrangement with the Wellness Director. The same applies to the Paddle Tennis Courts.
10. Winter Members may bring guests to use the facilities. All guests, including those using the Paddle Tennis Courts, must register with the Wellness Center concierge. Guests may use the facilities three times each membership year, either three times by one Member or once each by three Members. Members may host only two guests at one time. **Unaccompanied guests are not allowed at any time for any reason. Members will be charged guest fees of \$25 per guest.** Guest fees and any additional fees incurred by guests will all be charged to the Member's account number. Any violation of the guest fee policy may result in immediate termination.

Terms and Conditions / continued

11. Members and their guests are expected to conduct themselves in a respectful, honorable, and courteous manner. Any Member whose behavior is improper or likely to endanger the safety, harmony, or good reputation of the Club, its Members, or its staff may be reprimanded, fined, suspended, or expelled from the Club at the discretion of the Club Management. In addition to their own conduct, Winter Members are responsible for the conduct of their guests. Guest privileges may be denied, withdrawn, or revoked at any time for reasons considered sufficient by the Club in its sole discretion. The Member may also face disciplinary action if the Club determines that the conduct of such Member's guest is improper.
12. Members and their guests shall treat the staff with the same level of respect which Members expect from the staff. Members of the Club shall not reprimand employees. Any member who disrespects this policy may face disciplinary action, up to and including termination of membership.
13. Proper athletic attire/work-out clothes and shoes must be worn in the Fitness Center. ***Ladies' clothing must cover torso; gentlemen's shirts must be sleeved and baseball hats worn forward.*** All-white attire is required on the squash courts, including warm up pants. Squash attire may include accents of color, stripes and piping up to, but not exceeding 10%. No solid colors are permitted.
14. Black soled shoes are not permitted on the squash or paddle tennis courts. Protective eyewear is recommended and white soled shoes only are required in the squash courts. A member will be requested to leave the squash court if not wearing the appropriate attire, eyewear and shoes. Any member who disrespects this policy may face disciplinary action, up to and including termination of membership.
15. Cell phones may be used discreetly around the Club. Acceptable usage includes typing and messaging on personal devices. Please refrain from speaking on cell phones.
16. No Member or guest shall take or borrow any article belonging to the Club. Members are liable for property damaged or destroyed by themselves, their family, or their guests. The Club is not responsible for the loss or damage of property of Members or their guests.
17. Lockers are for day use only and must be cleaned out every night. Anything left at the end of the day will be discarded by the Housekeeping staff.
18. Smoking is not permitted anywhere on Club grounds.
19. Pets, excluding service animals, are not permitted anywhere on the Club grounds.
20. Children and pets are not to be left unattended in parked cars under any circumstances for any length of time. Violation of this may result in immediate termination of membership.
21. Hours of operation during the winter season are subject to change without notice.
22. All Members and guests are required to sign the Fitness Center Waiver and Release prior to utilizing the facility along with signing in with every visit at the front desk.
23. All services and reservations are to be used before the expiration of the Winter Membership.
24. **The Wellness Center schedule may change due to Holidays and/or weather. The change in schedule will be communicated to Members.**