

n a n t u c k e t

Winter Membership Application October 12, 2021 – May 1, 2022

- ✓ **PLEASE EMAIL A HEADSHOT WITH YOUR APPLICATION SO WE CAN ATTACH IT TO YOUR MEMBERSHIP ID CARD.**
- ✓ **PLEASE EMAIL YOUR PROOF OF COVID-19 VACCINATION.**
- ✓ **APPLICATIONS MUST BE COMPLETED IN FULL TO RESERVE YOUR SPOT.**
- ✓ **APPLICATIONS TAKE 2 BUSINESS DAYS TO BE PROCESSED.**

**10 Westmoor Lane
Nantucket, MA 02554**

508-325-7155

laurie.cowden@thewestmoorclub.com

Highlighted Terms and Conditions

Please initial each section to signify that you have read the Agreement and understand that by initialing the Agreement you have consented to be bound by its terms.

_____ Attire

- Based on local, state, and federal guidelines, face masks may be required to be worn.
- All-white attire is required on the squash courts. No black-soled sneakers.
- Bare midriffs are not allowed.
- All baseball hats must be worn bills forward.

_____ COVID-19 Vaccination

- Winter membership is conditioned on being fully vaccinated against COVID-19.
- Applicants must provide proof of vaccination with an approved COVID-19 vaccine.
- Prospective winter members will not be considered for winter membership without such proof.

_____ Cell Phones

- Speaking on cell phones is not allowed on the Westmoor property, except outdoors on the soccer field or in your vehicle.

_____ Scan Cards

- To utilize the Wellness Center, members must use their membership card and scan in at the Concierge Desk prior to entering.

_____ 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.

_____ Resignation Policy

- 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. Winter Memberships are non-refundable, except in the event of a government or club determined shutdown, where you will receive a refund for the remaining season. **Winter Memberships are non-transferable.**

_____ Cancellation Policy

- 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 notice and reschedule during that time period, you will not be charged for the original cancellation.

_____ Westmoor Spa Locker Rooms

- In effort to go green, please minimize your towel use in the spa.
- Please be conscious of the member utilizing the spa locker room after you and pick up after yourself in the Locker Rooms.
 - i. Please place all used towels in the proper laundry receptacles.
 - ii. Please be sure to dispose of razors, Q-tips, etc. in the proper trash receptacles.
- Children under the age of 18 are not permitted to use the locker rooms unless accompanied by a parent.
- **Please do not pour water over the rocks in the saunas. Pouring water into the electrical heating element causes the breakers to trip and the saunas to come to the end of their useful lives much more quickly than anticipated.**

_____ Hours of Operation

- **Hours of operation during the winter season are subject to change without notice. Construction will be taking place, and this may affect noise levels and operations.**

Terms and Conditions of Application and Membership

1. The Winter Membership of the Club for the 2021/22 season commences October 12, 2021 and ends on May 1, 2022. 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. Winter Membership is conditioned on being fully vaccinated against COVID-19. Applicants must provide proof of vaccination with an approved COVID-19 vaccine and will not be considered for winter membership without such proof.
4. 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.**
5. 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.
6. 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. Winter Memberships are non-refundable, except in the event of a government or club determined shutdown, where you will receive a refund for the remaining season. **Winter Memberships are non-transferable.**
7. 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.
8. There is **NO** fee charged for exercise classes during the winter season. Signups through the concierge are required to ensure your place in class.
9. 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 notice and reschedule during that time period, you will not be charged for the original cancellation.
10. Winter Members may bring guests to use the facilities but only if the guests can provide proof of vaccination against COVID-19. All guests, including those using the Paddle Tennis Courts, must register with the Wellness Center concierge and present proof of COVID-19 vaccination at that time. 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.
11. Members 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 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 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. Masks may be required to be worn and must remain on during any activities on the fitness floor or indoor fitness classes.
16. Cell phones may be used discreetly around the Club. Acceptable usage includes typing and messaging on personal devices. **Speaking on cell phones is not allowed on the Westmoor property, except outdoors on the soccer field or in your vehicle.**
17. No Member shall take or borrow any article belonging to the Club. Members are liable for property damaged or destroyed by themselves. The Club is not responsible for the loss or damage of property of Members.
18. 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.
19. Children under the age of 18 are not permitted to use the locker rooms unless accompanied by a parent.
20. Smoking is not permitted anywhere on Club grounds.
21. Pets, excluding service animals, are not permitted anywhere on the Club grounds.
22. 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.
23. Hours of operation during the winter season are subject to change without notice. Construction will be taking place, and this may affect noise levels and operations.
24. All Members are required to sign the Fitness Center Waiver and Release and COVID-19 Waiver prior to utilizing the facility.
25. All services and wellness packages are to be used before the expiration of the Winter Membership.
26. The Wellness Center schedule may change due to Holidays and/or weather. The change in schedule will be communicated to Members.
27. **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.**

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
nantucket

2021/22 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"/> Returning Member | \$1,500 | <input type="checkbox"/> Nantucket Whaler* | \$825 |
| (from the Fall 2019-Spring 2020 season) | | <input type="checkbox"/> Youth Family ** | \$425 |
| <input type="checkbox"/> New Member | \$1,550 | | |
| <input type="checkbox"/> Senior Member (62+) | \$1,150 | | |

HONORARY RATES – MUST PROVIDE PROOF OF EMPLOYMENT

- \$1,300 - Hospital Employee, Nantucket Island Schools, Fire, Police & Coast Guard**

Please fill in your employer: _____

- \$1,300 – Current 501(c)(3) nonprofit year-round employee**

Please fill in your organization and job title: _____

***Nantucket Whaler is a current student 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.

_____ **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 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, or grounds.

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: _____

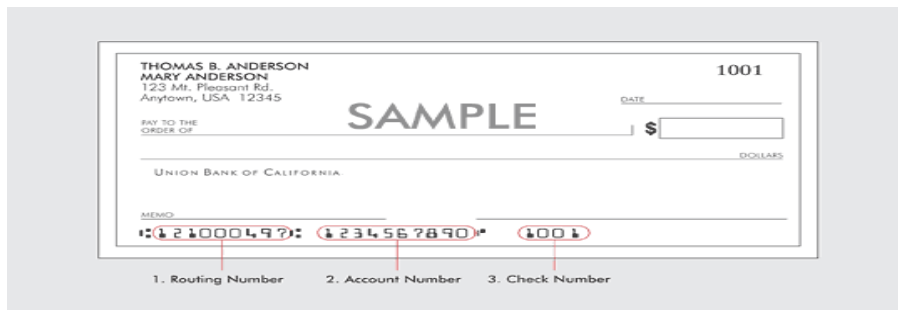
----- **OR** -----

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 12, 2021 –May 1, 2022) and are non-transferable and non-refundable, except in the event of a government or club determined shutdown, where you will receive a refund for the remaining season. *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: _____

COVID-19 Terms of Use

The Westmoor Club is undertaking significant precautions to protect our members and team members, however, the risks of contracting or transmitting COVID-19 cannot be eliminated and we are asking for your help to reduce the risks. All access to the Club is subject to the Club's COVID-19 Terms of Use, which include the following.

Individuals must not use the Club if (i) they have not been fully vaccinated against COVID-19 with one of the approved vaccinations, (ii) they or anyone in their household are experiencing symptoms of illness, including but not limited to fever, chills, sore throat, cough, shortness of breath, or difficulty breathing, recent loss of taste or smell, muscle pain or gastrointestinal issues, (iii) they have come in close contact (within six feet) with anyone with illness symptoms in the past 14 days or anyone who has been diagnosed with COVID-19 in the past 14-days or (iii) are subject to governmental quarantine order due to travel.

Masks covering your nose and mouth may be required while at the Club.

Individuals understand that (i) an inherent risk of exposure to COVID-19 exists in any public place where people are present, (ii) COVID-19 is an extremely contagious disease that can lead to severe illness and death, and (iii) senior citizens and individuals with underlying medical conditions are especially vulnerable.

By visiting the Club and in consideration of access, individuals voluntarily assume all risks related to exposure to COVID-19 and waive and release any and all claims related thereto against The Westmoor Club, LLC and Westmoor Management, LLC and their employees and agents which may arise out of access to the Club Facilities.

The Club's Terms of Use are subject to change at the discretion of the Club.

Individuals in violation of the Club's Terms of Use may be subject to disciplinary action by the Club.

We thank you in advance for your cooperation.

ACTIVE 12092796.1

Acknowledged and Agreed to this _____ day of 2021. Until further notice in writing by the Club, the undersigned agrees that each time he or she accesses the Club, he or she will be deemed to have re-executed this Terms of Use agreement.

Name: _____

Signature: _____

Date: _____

Indemnification, Release and Waiver of Liability Relating to COVID-19

By signing below, the undersigned understands and agree, as follows:

- I desire to become a 2021-22 Winter Member of The Westmoor Club (“TWC”).
- TWC cannot guarantee that I will not become infected with COVID-19, because of acts or omissions related to my TWC Winter Membership.
- Being a TWC Winter Member could increase my risk of contracting COVID-19.
- I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by being a TWC Winter Member.
- Such COVID-19 exposure or infection may result in serious personal injury, illness, permanent disability and death.
- I understand that the risk of becoming exposed to or infected by COVID-19 while TWC Winter Member may result from the actions, omissions or negligence of myself and others, including, but not limited to, TWC employees, agents, representatives, other TWC members and/or any other individual who may be present at TWC while I am using TWC facilities.
- I wish to become a Winter Member of TWC despite the risks associated with such a membership, including the risk of contracting COVID-19.
- I understand that there are inherent risks of serious personal injury, illness, permanent disability and death, including risks related to COVID-19, and I voluntarily assume and accept such risks.
- I represent that I do not have any medical issues/problems which might affect my TWC membership or that might be impacted by COVID-19.
- By choosing to become a TWC Winter Member I, on behalf of myself and all of my heirs, executors, personal and legal representatives, estates, beneficiaries, administrators, successors and assigns (all of the foregoing, collectively the “Releasers”), do hereby waive, release and discharge, and promise not to sue TWC and its officers, directors, owners, employees, staff, insurers and all of their respective successors and assigns, as well as any person or entity acting by, through, under or in concert with any of the foregoing persons or entities (TWC and all persons and entities released herein are sometimes collectively referred to as the “Released Parties”), of and from any and all liability and/or claims, causes of action, suits, damages, disputes, injury, disability, death, costs and expenses, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, at law or in equity, vested or contingent, against any or all of the Released Parties which I have, had, or may have against any or all of the Released Parties by reason of my TWC Winter Membership or being exposed to or infected by COVID-19, as a result of choosing to become a TWC Winter Member.
- This release applies to any personal injuries, permanent disability, serious illness or death resulting from my activities as a TWC Winter Member or from COVID-19 and to any negligence, active or passive, of the Released Parties; however the release does not apply to liability for gross negligence, willful injury or fraud.
- I hereby knowingly and voluntarily waive, to the fullest extent permitted by law, the benefits of any statute, law, rule, or common law which may limit the scope of this document.
- If any part of this document is found to be invalid, unenforceable, or void, for any reason, then I acknowledge and agree that the Released Parties’ entire liability to me or any other person shall

never, under any circumstances, be more than any applicable insurance limits, even if one or more of the Released Parties was negligent or grossly negligent.

- I acknowledge that none of the Released Parties shall ever be liable to any person for special, incidental, consequential, or punitive damages or for any indirect damages such as, but not limited to, exemplary damages or lost earnings, lost revenues or loss of consortium, or companionship (even if the Released Parties have been advised of the possibility of such damages) whether based upon statute, contract, tort, negligence, strict liability, or otherwise.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this document under seal as of this date:

Date

Printed Name

Signature