

# SKYLINE

## SPA & HEALTH CLUB

MEMBER # \_\_\_\_\_

### FITNESS CENTER MEMBERSHIP APPLICATION AND CONTRACT

**APPLICANT**

\_\_\_\_\_

First Name                      Middle Initial                      Last Name

\_\_\_\_\_

Residence

\_\_\_\_\_

City                                      State                                      Zip

\_\_\_\_\_

Name of Business

\_\_\_\_\_

Business Address

\_\_\_\_\_

City                                      State                                      Zip

\_\_\_\_\_

Home Telephone (Required)                      Business Telephone

\_\_\_\_\_

Email Address: (Required)

\_\_\_\_\_

To add a family member, please fill out the space below. (There is a max of 2 extra family members). \$30 per family member.

1. \_\_\_\_\_

First Name                      Middle Initial                      Last Name

\_\_\_\_\_

Address                      City                      State                      Zip

2. \_\_\_\_\_

First Name                      Middle Initial                      Last Name

\_\_\_\_\_

Address                      City                      State                      Zip

**IN EMERGENCY, PLEASE NOTIFY**

\_\_\_\_\_

First Name                      Middle Initial                      Last Name

\_\_\_\_\_

Address                                      City                      State                      Zip

\_\_\_\_\_

Telephone Number

Club mail should be sent to:  Business  Home  Email

1. DUES: Payment of dues upon acceptance of membership \$ \_\_\_\_\_.

Additional information \_\_\_\_\_

**MEMBERSHIP PLANS**

| <u>PLAN</u>  | <u>INCLUDES</u>         | <u>COST</u> |
|--|-------------------------|-------------|
| <input type="radio"/> Monthly, Individual              | Fitness Center and Pool | \$59        |
| <input type="radio"/> Monthly, Family (1 extra person) | Fitness Center and Pool | \$89        |
| <input type="radio"/> 1 Year, Individual               | Fitness Center and Pool | \$650       |
| <input type="radio"/> 1 Year, Family (1 extra person)  | Fitness Center, Pool    | \$980       |
| <input type="radio"/> _____ Locker # _____             | _____ Parking           |             |

\*Parking available for an additional \$50/month. Locker rental available for an additional \$10/month per person.

\*Parking validation applies only when visiting the Health Club not to exceed 3 hours

2. Membership in good standing entitles Member's use of the Hilton Austin Skyline Health Club ("Fitness Center") in accordance with normal operating hours, or such other hours or days as may be established by the Fitness Center. Not all facilities may be available at all times.
  3. The Fitness Center reserves the right, at its sole discretion to terminate any membership or deny access to the facilities by any individual in violation of any rules, regulations or membership policies as may be published by the Fitness Center from time to time, which are subject to change without notice.
- DUES**
4. First month's membership dues must accompany Membership Application.
  5. I agree to all the terms and conditions on this application and authorize the Hotel to make monthly withdrawals from my account for all applicable dues, services and signed charges. Membership is drafted electronically on the first of every month. In the event that your credit card is declined you will have 21 days to resolve and provide valid funding for your membership prior to the next month's billing cycle. Failure to do so will resolve in automatic suspension of your membership. You will be responsible for any outstanding back dues prior to reinstating your membership.

**RESIGNATION POLICY**

6. A Member may resign from the Fitness Center at any time, assuming all of the following conditions are met:
  - Membership has been in effect and membership dues have been paid in full

**-Management of the Fitness Center has received thirty (30) days prior written notice of the intent to cancel and the member has paid all outstanding membership dues and other outstanding changes through and including the intended date of resignation.**

#### **REFUND POLICY**

**7. The monthly membership dues available for refund will be prorated according to day of month the resignation letter is received by the Fitness Center. Refunds will be processed directly to the party issuing payment in the same manner the payment was received.**

#### **NOTICE TO CUSTOMER**

8. You are entitled to a copy of this contract at the time you sign it.

9. This contract is subject to cancellation by notice sent by registered or certified mail, return receipt requested, or personally delivered, to the address of the Fitness Center specified in this contract upon the buyer's death or permanent disability, if the permanent disability has existed for more than 30 days and is fully described and confirmed to the Fitness Center by a doctor legally authorized to practice medicine or osteopathy in Texas. In the event of a cancellation under this subsection, the Hotel shall refund the entire contract price, less an amount computed by dividing the total contract price by the number of weeks in the term of the contract and multiplying the result by the number of weeks elapsed at the time of death or disability. If your inability to receive all services as contracted is due to disability, you shall have the option to extend the duration of this contract at no cost for a period equal to the duration of the disability.

IF THE FITNESS CENTER GOES OUT OF BUSINESS AND DOES NOT PROVIDE FACILITIES WITHIN 10 MILES OF THE FACILITY IN WHICH YOU ARE ENROLLED OR IF THE FITNESS CENTER MOVES MORE THAN 10 MILES FROM THE FACILITY IN WHICH YOU ARE ENROLLED, YOU MAY CANCEL THIS CONTRACT BY MAILING A NOTICE TO THE FITNESS CENTER STATING YOUR DESIRE TO CANCEL THIS CONTRACT, ACCOMPANIED BY PROOF OF PAYMENT ON THE CONTRACT. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS: **Skyline Health Club c/o Hilton Austin 500 E 4<sup>th</sup> St. Austin, TX 78701**

IF YOU DIE OR BECOME TOTALLY AND PERMANENTLY DISABLED AFTER THE DATE THIS CONTRACT TAKES EFFECT, YOU OR YOUR ESTATE MAY CANCEL THIS CONTRACT AND RECEIVE A PARTIAL REFUND OF YOUR UNUSED MEMBERSHIP FEE BY MAILING A NOTICE TO THE HEALTH SPA STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE HEALTH SPA MAY REQUIRE PROOF OF DISABILITY OR DEATH. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS:

**Skyline Health Club c/o Hilton Austin 500 E 4<sup>th</sup> St. Austin, TX 78701**

#### **DISHONORED CHECK OR BANK DRAFT**

10. If any check or credit card charge payable to the Hotel is not honored, Management will: (a) assess a \$25 charge for each check or credit card rejected to reimburse the Hotel for the costs of collection, and (b) collect the current and past-due balance in any subsequent month.

#### **BILLING**

11. Your account will be deducted for the cost of monthly membership dues on or about the first day of the month as per paragraphs 4 and 5 of this contract.

Memberships cannot be frozen, extended, or deferred. Membership dues are not based in frequency of utilization.

12. For any member whose account is delinquent thirty (30) or more days, membership may either be suspended or terminated by Management. Interest will be charged to delinquent accounts equal to the U.S. prime rate plus 2%.

#### **CHANGES IN RATES AND HOURS OF OPERATION**

13. The Fitness Center reserves the right, in its sole discretion to change the amount of monthly membership dues or operating hours. Any change in the monthly dues will be communicated to Members sixty (60) days prior to the scheduled rate increase.

14. You understand that as a result of repairs or maintenance, or special occasions, the Fitness Center may be required from time to time to restrict the use or close one or more of the facilities or to temporarily curtail some of the activities. You agree that there will be no reduction, suspension, abatement or apportionment of membership dues or other charges during such time when these events occur. In case of long-term interruption of all services provided by the Fitness Center, the Hotel reserves the right to freeze memberships and add the lost time once services resume.

#### **MEMBERSHIP CARDS & PRIVILEGES**

15. Each member will receive a membership card. This card must be presented upon entering the facilities, and must be returned upon cancellation or expiration of this contract.

16. Member discounts cannot be used in conjunction with other special offers.

17. Members will be allowed to charge specific items to the Hotel after complying with the following:

- a. Members must have on file with the Hotel a current, approved credit card with an expiration date of not less than one year from the date of this application.
- b. Any charges beyond 30 days will be automatically charged to the credit card on file at the hotel.
- c. Members will be identified by a City Ledger number and will be able to charge at only those outlets operated by the Hotel. A list of approved outlets.(Austin Taco Project, Cannon & Belle, and Starbucks)
- d. Members must sign Exhibit A, "Personal Charge Account Application" prior to being allowed to charge items.

#### **HEALTH CLUB RULES AND REGULATIONS**

21. All members must show their membership card and sign-in using the form found on the Spa Reception desk,when using facilities.

- Proper footwear is required. Except in the pool and whirlpool area, all people inside the Fitness Center must wear shoes that completely cover, support, and protect their feet. No sandals or bare feet will be permitted in the Fitness Center at any time.

- Proper attire is required for use of the Fitness Center facilities. No street clothes or dress shoes permitted in workout areas.
- Children under the age of 13 are not permitted in the Fitness Center. Minors under 16 years may use the entire facility, but only when accompanied by a parent or other adult legal guardian.
- Please limit bathing suits to the pool and whirlpool areas only.
- No food, alcoholic beverages, smoking, or foul language is permitted in any part of the Fitness Center or pool.
- Membership issued to you for access to the Fitness Center cannot be used by any person other than yourself
- Proper identification must be available at all times for inspection by Hotel Staff Members.
- The Hotel is a non-Smoking environment.
- Local Board of Health Regulations govern use of the Spa.
- The Hotel reserves the right to discontinue any service for any person whose behavior is deemed offensive to any other Member or anyone 16 years of age and under who is unsupervised.

22. Additional rules and regulations may be initiated at any time; notification to this effect will be posted in the Fitness Center.

23. You agree to abide by all the membership rules, regulations and schedules of the Fitness Center that may be posted or issued orally, and which may be amended from time to time, at Management's sole discretion. The Fitness Center reserves the right to suspend or cancel membership of any member whose use of the facility, in the sole opinion of Management, would be detrimental to the Fitness Center or any of its members.

**LOCKERS**

24. Lockers are available on a first come first serve basis, with exchange of membership cards. The Hotel is not responsible for any lost or stolen items.

**INDEPENDENT CONTRACTORS**

25. From time to time we may make available to Members and their guests the services of independent contractors. We do not warrant or guarantee the quality of these services and do not guarantee that these services will remain available to members or their guests for any period of time.

**ENTIRE AGREEMENT**

26. This contract constitutes the entire and exclusive agreement between the parties. Any problems or representations pertaining to the contract, which are not written in this agreement, are invalid. This agreement may be modified in writing by the Hotel only. Employees of the Fitness Center are not authorized to make any independent agreements with any Member.

**RELEASE**

27. I hereby apply for membership at the Skyline Health Club at the Hilton Austin (the "Hotel"). Upon acceptance of this application by the Hotel, I hereby agree and accept membership in the Fitness Center and agree to abide by the rules, regulations, policies and procedures of the Fitness Center. In addition, I hereby state that I have read and understand the terms and conditions of this Membership Agreement, agree to be bound by such terms and conditions, and acknowledge that I shall comply with all additional rules, regulations, procedures and policies as they now exist or as they may change from time to time. I fully understand that the Hotel and personnel on the premises of the Hotel or have no expertise in diagnosing, examining and treating medical conditions of any kind or in determining the effect of any specific exercise upon me. I fully understand that in participating in one or more activities of the Fitness Center or in using any facilities or equipment of the Fitness Center, there is the possibility of accidental or physical injury. I agree to assume the risk of such injury and loss of property and release the Hotel, its owner and Hilton Hotels Corporation, and their officers, agents and employees from any and all liability for such injury and/or loss of property. If applicable, I also represent that I am the parent or legal guardian of the minors named below, that I assume full responsibility for his/her/their actions while in this facility, and that I will ensure that he/she/they comply with all Fitness Center Club Policies and procedures.

NOTICE TO PURCHASER: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT OR IF IT CONTAINS BLANK SPACES.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print name]

\_\_\_\_\_  
[Date]

**BUYERS RIGHT TO CANCEL**

IF YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER OF THIS FITNESS CENTER, YOU MAY CANCEL THIS CONTRACT BY MAILING TO THE FITNESS CENTER BY MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY YOU SIGN THIS CONTRACT A NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT.

**The notice must be mailed by certified mail to: Skyline Health Club c/o Hilton Austin 500 E 4<sup>th</sup> St. Austin, TX 78751.**

If you cancel within the three days, the Fitness Center will return to you within thirty (30) days all amounts you have paid.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

**PERSONAL CHARGE ACCOUNT APPLICATION**  
(Please PRINT all information)

**Guest Name** \_\_\_\_\_ **Account No.** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Home Phone** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Authorized signers** \_\_\_\_\_

**Authorized signers** \_\_\_\_\_

We require a credit card to open your account. The credit card must have an expiration date of not less than one year from the date of this application. You agree by signing application that Hilton Austin may charge your credit card on file below for any balances remaining unpaid for 30 days. Hilton Austin Convention Hotel accepts American Express, MasterCard, Visa, Diners Club/Carte Blanche, Discover and JCB. It the duty of the card holder to inform the Hotel if the credit card has been lost or stolen and full replacement to continue the charge house account. Declined credit card will result in closure of account and billing privileges will be denied.

ANY HOLDER OF A CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER

Date: \_\_\_\_\_

Signature of Credit Card and Account Holder: \_\_\_\_\_