



MEMBERSHIP APPLICATION AND AGREEMENT

I hereby apply for membership at the Nebraska Tennis Center (NTC) located at the Genesis Health Club 7620 N. 70th Street, Lincoln, Nebraska operated by Reckewey Tennis LLC (the “Club”). I understand and agree that upon acceptance by the Club, my membership is subject to the terms and conditions contained herein.

NAME: _____ CONTACT PHONE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____ EMPLOYED BY: _____ WORK PHONE: _____

SPOUSE’S NAME: _____ DEPENDENTS UNDER 21 INCLUDED ON MEMBERSHIP: _____

EMERGENCY CONTACT: _____ PHONE: _____

MEMBERSHIP SELECTED: _____\$40 INDIVIDUAL TENNIS & FITNESS _____\$50 FAMILY TENNIS & FITNESS _____\$30 JUNIOR TENNIS & FITNESS (18 & UNDER)
_____ \$20 INDIVIDUAL FITNESS _____\$40 FAMILY FITNESS

START DATE: _____

TERM: MINIMUM 12 MONTH CONTINUOUS MEMBERSHIP, NO INITIATION FEE _____ 6 MONTH MEMBERSHIP, _____

AUTHORIZATION FOR MONTHLY PAYMENTS

I authorize the Club to charge my:

_____ Visa _____ MasterCard _____ American Express _____ Discover _____ Checking (Provide Voided Check)

In the amount of \$_____ plus tax each month for payment of monthly membership dues. I understand all monthly dues will be automatically charged to a checking account or credit card I have authorized. If for any reason, the monthly dues charge (or any other charges I have authorized) are not accepted by the credit card company or financial institution, I understand that a \$15.00 service charge will be added to my bill and that I am responsible for payment thereof.

I, _____ authorize my credit card to make my payment by the method indicated below, and post it to my account.

ACCOUNT # _____ EXPIRATION DATE _____/_____/_____ 3 DIGIT SECURITY CODE _____

I understand that I am in full control of my payment, and if at any time I decide to make any changes or discontinue my credit card payment, I will call or write the above named company. Change of payment method will not affect other provisions and terms of my contract.

NAME ON CREDIT CARD: _____ BILLING ADDRESS: _____

BILLING CITY/STATE/ZIP: _____

DATE: _____ CUSTOMER SIGNATURE: _____

Terms of Membership

I understand that my membership in the Club shall be automatically renewed on a month to month basis unless I decide to terminate my membership in accordance with the terms hereof. If I decide to terminate my membership, I understand that the initiation fee is a non-refundable one-time charge so long as I maintain a continuous membership. Upon acceptance of this Membership Application and Agreement (the “Membership Agreement”) by the Club, (“Rules and Procedures”), which are membership rights and privileges granted herein, and I agree to abide by all Policies, Rules, and Procedures of the Club (Rules and Procedures”), which are subject to change from time to time. Notice of changes in the Rules and Procedures will be made available to me through normal means of communication by the Club as provided in the Rules and Procedures. I hereby acknowledge that I have received a copy of the Rules and Procedures. I understand that my memberships may be terminated by the Club if (i) I am in violation of the Rules and Procedures, (ii) I conduct myself in a manner which the other members of the Club deem inappropriate or disruptive to the other Club members or staff or (iii) I misrepresent any information contained in this Membership Agreement. During the time I remain a member, I will remain responsible for the payment of all dues and other Club charges. The initial payment of initiation fees and monthly dues is not refundable unless the Membership Agreement is cancelled in writing within three (3) days after acceptance, or as otherwise provided in this Membership Agreement or as otherwise required applicable law. A tennis membership allows one to play tennis and use the fitness facilities whereas the fitness memberships only gives one the rights to use the fitness facilities. I agree and acknowledge that the Club reserves the right to assign this Membership Agreement and the right to close and/or relocate the Club in or about the City of Lincoln or Omaha at any time upon written notice to me.

Waiver and Release

I acknowledge that my attendance at or use of the Club or participation in any of the Club’s activities or programs, including without limitation my use of the Club’s equipment and facilities, could cause injury to me. As material consideration for the Club to permit me to become a member and to permit me and my spouse, dependents, children, and guests to use the Club and its facilities, I, on my own behalf and on behalf of my spouse, dependents, children and guests(collectively, the “Users”), hereby assume all risk of personal injury, property loss, or other damages which may result from or arise out of attendance at or use of the Club or participation in any of the Club’s programs or activities, including but not limited to, the following: racquet sports, aerobics, fitness equipment, weight Lifting, team and individual sports, exercise, locker room, dining, nursery, adventure sports, sidewalks, or parking. My assumption of risk shall also include all risk of personal injury, property loss or other damages that may result from or arise out of environmental risks, theft and contagion in addition to risks associated with the use of the Club’s equipment, facilities, or health and fitness advisory services. I hereby, on behalf of myself and on behalf of my children, dependents, guests, personal representative, heirs, executors, administrators, agents and assigns, do waive, release, and discharge the Club from any and all claims or causes of action, known or unknown, anticipated, against the Club and/or the owners, shareholders, officers, directors, employees, agents, successors, assigns, or affiliates of the Club (collectively, the “Club Affiliates”) for any personal injuries, property loss, liability, or other damages connected to, resulting from, or arising out of my and the other Users’ attendance at or use of the Club or participation in any of the Club’s programs or activities and/or arising out of the Club’s negligence. The foregoing waiver, release, and discharge of liability shall include, but not be limited to, a waiver, release and discharge of the Club for liability for injuries which may occur as a result of (1) improper use of any exercise equipment or facilities which may malfunction or break; (2) the Club’s improper maintenance of any exercise equipment and facilities; (3) the Club’s negligent instruction or supervision; and (4) slipping or failing while on the premises in or around the Club. Further, I hereby on behalf of myself and on behalf of the other User’s, release and discharge the Club and the Club Affiliates from any and all liability for any loss, or theft of, or damage to personal property, including without limitation automobiles and the contents of lockers.

I acknowledge that I have carefully read this Waiver and Release and fully understand that it is a waiver and release of liability and that I am waiving any right that I or the other Users may have to assert a claim against the Club for negligence of the Club.

I understand that my membership is either continuous and requires no annual renewal and that my membership is in effect for a minimum of twelve (12) months or is a six (6) month membership as selected above and is automatically renewed on a month to month basis until such time as I terminate my membership in accordance with the terms and provisions hereof. If I decide to cancel my membership at any time and for any reason, I will provide the Club with at least forty-five (45) days advance written notice.

Signature: _____ Date: _____

Minor Signature:_____ Date:_____

Reckewey Tennis, LLC (402) 730-6070

By:_____ Date:_____

ARBITRATION AGREEMENT

I agree that all legal claims and disputes by member and their guests, against the Club and/or the owners, shareholders, officers, directors, employees, agents, successors, assigns or affiliates of the Club must be resolved through binding arbitration pursuant to the rules of the American Arbitration Association. Any award shall be final, binding, and enforceable by any court having jurisdiction thereof.

MEMBERSHIP AGREEMENT: ACCEPTANCE: GOVERING LAW: SEVERABILITY: AND NON-WAIVER

Although the Member Service Representative and/or the General Manager of the Club are authorized to accept this Membership Agreement on behalf of the Club, no modifications or alterations to the terms and provisions hereof may be made by anyone unless such changes are expressly authorized in writing by an officer of the Club. This Membership Agreement 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 membership agreement is governed by the laws of Nebraska and to the extent preempted, by the laws of the United States. Whenever possible, each provision of the Membership Agreement shall be interpreted in such as manner as to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Membership Agreement, but this Membership Agreement shall be construed as if such invalid, unenforceable provision had never been contained herein. Failure of the Club to insist on compliance with any of the terms, covenants, or conditions hereof or of the Rules and Procedures shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder or under the Rules and Procedures, at any one or more times, be deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).

MEDICAL ASSESMENT

I represent to the Club that I am physically fit to perform those of the activities described above which I may undertake at the Club and that I am solely responsible for all health risks associated with such activities. I understand that any evaluation or assessment of my physical fitness and any recommendation of activities made by the Club shall not be a substitute for obtaining such evaluation, assessment or recommendation from my physician before undertaking a physical exercise program or engaging in any of the activities at the Club. I understand that the Club recommends that I be examined by my physician and that I consult with my physician regularly during the time that I am engaging in activities at the Club. I acknowledge that the Club and the Club Affiliates, including its employees, are not licensed medical practitioners, and that their advice is therefore limited in scope and is not a substitute for medical supervision advice.

GUESTS

I acknowledge and agree that I may bring guests to the Club only in accordance with the Rules and Procedures. Prior to use of the Club or participation in activities at the Club, guests will be required to execute a Guest Form that includes a waiver and release of liability and the submission to binding arbitration of any disputes that such guest may against the Club. I agree that I am responsible for the conduct of my guests and the payment of charges they incur.

SCOPE

Payment of monthly dues entitles me to use the Club facilities within the scope of the type of membership selected above. I am obligated to pay monthly dues regardless of whether or not I actually use the Club facilities during such month.

MISCELLANEOUS

I understand that this Membership Agreement includes the provisions contained in the pages, including any Addendum, that are attached and which are made a part of this Membership Agreement.

I understand that all references to a “member,” “members,” “I,” “me,” or “my” herein shall be deemed to refer to all individuals covered under an individual or family membership plan, including but not limited to, spouses, children, and dependents covered thereunder.

POLICIES, RULES, AND PROCEDURES

The tennis and fitness facility operated by Nebraska Tennis Center, Inc. and Reckewey Tennis, LLC (the “Club”) has been designed and constructed to offer the finest recreation and fitness facility. To ensure that all members can fully enjoy their Club, the following Policies, Rules and Procedures have been adopted (all references to a “member” or “members” herein shall mean all individuals covered under an individual or family membership plan, including but not limited to, spouses, children, and dependents):

1. The Club reserves the right to change its rates and other charges, hours of operation, and Club facility availibilty.
2. All members must check in at the front desk upon entering the club or they will be charged a guest fee.
3. Proper attire, including shoes and shirts, must be worn all the time.
4. Family memberships shall consist of husband, wife and dependents or children under twenty-one (21) years of age living in the same household.
5. These policies, Rules and Procedures are subject to change from time to time and are available at the front desk of the Club. Members are deemed to be on notice of any amendments, additions, or modifications to the Policies, Rules and Procedures, notice of which has been mailed to such member, posted in a conspicuous place in the Club, or posted to the Club’s web site. Any such amendment, addition or modification shall become effective on the date specified in the notice.
6. If a member cancels his/her membership or the member’s membership is otherwise terminated, the initiation fee must be paid again to region. Monthly dues are based on the classification and the type of membership, and dues are charged monthly in advance. The Club may, from time to time increase or amend the dues, guest fees and other charges it imposes upon members and guests, upon the giving of thirty (30) days prior notice of the change. Notice of any such increase or amendment shall be deemed given when given in accordance with any method stated in Section 5 above.
7. It shall be the policy of the Club to accept applications for membership from any individual, couple or family without regard to race, creed, color, age, religion, disability, sex or national origin.
8. The Club reserves the right to exclude a member or guest with a known or disclosed disability from participation in activity if that member’s or guest’s participation would result in direct threat to the health and safety of that member or others that cannot be eliminated or reduced to an acceptable level by reasonable modifications to the Club’s policies, rules, or procedures with the provision of appropriate auxiliary aids or services. The Club’s assessment of this threat will be individualized and based on reasonable judgment that relies upon current medical evidence or other available objective evidence. In making, this assessment, in its sole discretion, the Club may require a member to furnish appropriate medical certification.
9. The club reserves the right at any time to terminate immediately the membership of any member for any reason stated herein or stated in the Membership Application and Agreement executed by such member (“Membership Agreement”), including, but not limited to, for (i) such member’s failures to pay any amounts owed under the Membership Agreement, (ii) such member’s failure to comply with the Policies, Rules and Procedures adopted by the Club, or (iii) conduct of such member which is detrimental to the reputation of the Club or to the health and safety of the staff or other members and guests, or which interferes with other member’s enjoyment of the Club. The terminated member will remain liable for all membership dues and other indebtedness incurred prior to the dismissal from the Club. Membership refunds will not be made.
10. The Club reserves the right to repair, alter, modify, discontinue, or remove any activities or programs from the Club, or to change the times when such facilities or programs are available for use; and except as expressly provided herein, a member will not be entitled to a refund, deduction or set off of, from or against any portion of the initiation fee or membership dues. If a substantial portion of the Club’s facilities are unavailable to due to an event such as a fire, strike, flood, loss of lease, act of God, or the like, the Club shall, in its discretion, either extend membership privileges for the period the facilities are unavailable or arrange for the use of a similar facility in the Member’s area.
11. Each member shall comply with the Policies, Rules and Procedures of the Club in effect from time to time. The rules contained herein are not inclusive: amendments to the Policies, Rules and Procedures may be made from time to time. On all questions regarding the interpretation of said Policies, Rules and Procedures, the decision of the club shall be final.
12. The Club reserves the right to require all guests to pay guest fees as determined from time to time and sign a Waiver and Release of Liability as furnished by the Club. A member may not bring the same guest to the Club more than six (6) times per year.