



# BEEDE SWIM AND FITNESS CENTER

## Ten Time Visit Pass

(Terms and Conditions on reverse side)

498 Walden Street  
Concord, MA 01742  
978-287-1000

Mon-Fri 5:30am-9:00pm  
Sat & Sun 7:00am-6:00pm  
www.beedecenter.com

### STAFF USE ONLY

Date Received \_\_\_\_\_  
Staff Initials \_\_\_\_\_  
Date Entered \_\_\_\_\_  
Receipt # \_\_\_\_\_  
Amount \$ \_\_\_\_\_  
Initials \_\_\_\_\_  
New \_\_\_\_\_ Renew \_\_\_\_\_

### PASS HOLDER INFORMATION (Parent/Guardian if member is under 18 years of age)

Name \_\_\_\_\_ D.O.B. \_\_\_\_\_ M F  
Address \_\_\_\_\_ Town \_\_\_\_\_ Zip \_\_\_\_\_  
Home phone \_\_\_\_\_ Cell phone \_\_\_\_\_  
Email \_\_\_\_\_

### ADDITIONAL PASS HOLDERS (must legally reside at the address above)

| Name  | Relationship | D.O.B. | M     | F     | Gr.   |
|-------|--------------|--------|-------|-------|-------|
| _____ | _____        | _____  | _____ | _____ | _____ |
| _____ | _____        | _____  | _____ | _____ | _____ |
| _____ | _____        | _____  | _____ | _____ | _____ |
| _____ | _____        | _____  | _____ | _____ | _____ |

### PASS HOLDER TYPE

Ten Time Visit Pass \$200 (non-refundable, expires 3 months from date of purchase) Expires \_\_\_\_\_ Patrons Initials \_\_\_\_\_

### HOW DID YOU HEAR ABOUT US?

Website  Newspaper  Friend  Email  Social Media  Other \_\_\_\_\_

### RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I understand and expressly agree that my use of the The Beede Swim and Fitness Center (hereafter referred to as "Beede Center") acting through the Town of Concord (hereafter referred to as "Town") facility involves the risk of injury to me or my guest whether caused by me or not. I understand that these risks can range from minor injuries to major injuries including death. In consideration of my participation in the activities and the use of the facilities offered by the Beede Center/Town, I understand and voluntarily accept this risk and agree that the Beede Center/Town, its staff, directors, members, agents, Town and independent contractors will not be liable for any injury, including, without limitation personal, bodily, or mental injury, economic loss or any damages to you, your spouse, domestic partner, guests, child, unborn child or relatives resulting from the negligence of the Beede Center/Town or anyone on the Beede Center/Towns behalf whether related to exercise or not. Accordingly, I do hereby forever release and discharge Beede Center/Town from any and all claims, demands, injuries, damages, actions or cause of action. I further understand and acknowledge that the Beede Center/Town does not manufacture fitness or other equipment in its facilities, but purchases and/or leases equipment and therefore the Beede Center/Town may not be held liable for defective products.

I agree to comply with the Beede Center/Town membership policies and rules that may be communicated to me from time to time either in writing, through club signage or verbally. The Beede Center/Town, in its sole discretion, modifies the policies and rules without notice at any time. Beede Center/Town reserves the right to refund the pro-rated cost of unused services and terminate my membership immediately for violation of any membership policy or rule. By signing below, I acknowledge and agree to all the terms on the front and back of this agreement.

### PARENT/GUARDIAN COSIGNER AUTHORIZATION & WAIVER

In exchange for the Beede Center/Town allowing my minor child (aged 14-18) to purchase a membership, I agree to the Release of Liability and Assumption of Risk clauses in the agreement and I agree to defend and indemnify the Beede Center/Town to the fullest extent permitted by the law for any claim brought by my minor child against the Beede Center/Town. I also promise to pay any/all financial obligation that my minor child does not pay for any reason and acknowledge that the banking information above is my account and accurate.

\_\_\_\_\_ (Initials)

### PAYMENT (CREDIT CARD REQUIRED)

Card #

Exp. Date   /   V-Code    Master Card  Visa

Name on card \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

# Membership Agreement, Terms and Conditions

## Ten Time Visit Pass

The Beede Swim and Fitness Center (hereafter referred to as "Beede Center") acting through the Town of Concord (hereafter referred to as "Town") and you agree that by signing this agreement you purchase a pass that allows the holder of pass to use the Beede Swim and Fitness Center ten(10) times over the course of three (3) months from date of purchase. After all 10 visits have been redeemed, the contractual obligation ends and the use of the Beede Swim & Fitness Center is prohibited as part of the Visit Card. At the end of the three (3) month time, any/all unused visits will automatically expire As a Visit pass holder you agree to all the terms in this agreement. Your pass card permits you to use the Beede Center premises in accordance with the facility policies/rules/regulations. The Beede Swim & Fitness Center can sell the Visit Pass Card at different rates and terms other than yours. Beede Center reserves the right to change Visit Pass Card pricing at least yearly.

**CONSUMER'S RIGHT TO CANCELLATION: YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION BY CAUSING A WRITTEN NOTICE OF YOUR CANCELLATION TO BE DELIVERED IN PERSON OR POSTMARKED BY CERTIFIED OR REGISTERED UNITED STATES MAIL WITHIN THREE (3) BUSINESS DAYS OF THE DATE OF THIS CONTRACT OR THE DATE OF YOUR RECEIPT TO THE ADDRESS SPECIFIED IN THIS CONTRACT.**

Under Massachusetts General Laws Chapter 93, Section 82, there are additional termination rights in certain specified circumstances associated with:

- 1) In the event of member's death or incapacity.
- 2) In the event member becomes significantly medically or physically disabled for a period of three (3) months as certified in writing by a licensed practicing Massachusetts Physician.
- 3) If the Beede Center facilities are not available because it permanently discontinues operation of the health club or substantially changes the operation of the health club.
- 4) If member moves his/her permanent address residence to a location more than twenty-five (25) miles from the Beede Center.

## CENTER'S RIGHT TO CANCELLATION

The Beede Center/Town has the right to terminate your pass holder agreement when one or more of the following circumstances apply:

- 1) Non-payment of balance 60 days overdue
- 2) Damage to Center property or facilities
- 3) Violation of club privileges or policies
- 4) At the discretion of the Beede Center/Town staff.

In the event the Beede Center/Town terminates your pass you will receive a pro-rated credit for the unused pre-paid portion of your pass (including unused pre-paid program fees) Credit will be applied to

current or outstanding balance due.

## MEDICAL CLEARANCE POLICY

In order to better serve you, any member with pre-existing or unstable medical conditions (past or present) that could hinder their participation in a swim program or the fitness center must provide the Beede Center with a Medical Clearance Request Form (see Appendix) from their physician indicating they are physically able to exercise. Any member who experiences a medical emergency at the Facility is required to submit a Medical Clearance Request Form from their physician indicating they are physically able to exercise before returning to the Beede Center.

## PERSONAL PROPERTY

Beede patrons are responsible for their own property brought to the Beede Center. Beede patrons may not hold the Town responsible for loss of, theft of, or damage to any personal property.

## HOURS OF OPERATION

Beede Center hours are established and outlined in the Member Handbook. Use of the Beede Center outside of these hours is prohibited. Further, the Beede Center/Town reserves the right to alter the hours of operation without prior notice; however, if this is necessary, the Beede Center will make every attempt to notify the membership.

## GUEST ACCESS

Beede Center pass holders have no guest privileges. Anyone under the age of 14 must be accompanied by a parent/guardian at all times while using the Beede Center. If parent/guardian is not a member they are subject to pay the guest fee. Children under the age of 14 are prohibited to use the fitness rooms.

Patron/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_