

Cedardale Youth Athletic Development FOUNDATION | FAST-TRACK Participation Guidelines and Release

The undersigned member acknowledges the following:

- Participant is entitled to participate in all regularly scheduled classes based on level and number of times per week they signed up for.
- Special fee-based FOUNDATION and FAST-TRACK activities, services and competitions are not included in membership.
- A FOUNDATION or FAST-TRACK Participant must follow the Cedardale Code of Conduct, standard rules and regulations of the club.
- A FOUNDATION or FAST-TRACK Participant will be engaging in strenuous, physical exercise while participating in classes and related workouts. Exercise without consulting a physician could cause serious injury to the member.
- Participant has knowledge of and assumes the risks of the activities and lifestyle associated with classes and waives and releases any and all claims the member may have against Cedardale Inc, employees or agents for injury and damages sustained by the member as a result of the physical exercise and activities associated with FOUNDATION or FAST-TRACK.
- Participant acknowledges receipt of the Code of Conduct, General Rules, Regulations and Guidelines of FOUNDATION or FAST-TRACK and agrees to adhere to the same. Cedardale reserves the right to amend said rules, regulations and guidelines. Said amendments shall take effect immediately upon posting in conspicuous placement on the premises. A member assumes the responsibility of checking for posted changes.
- Participant acknowledges that its membership may be terminated for repeated unacceptable behavior including but not limited to failure to adhere to the General Rules, Regulations and Guidelines of Cedardale, inappropriate behavior, misuse of equipment or property, use of alcoholic beverages or illegal drugs related to FOUNDATION or FAST-TRACK activities, disregard of the operational policies and procedures of FOUNDATION or FAST-TRACK.
- Participant acknowledges Cedardale's attempt to make all areas of its facility secure and does not assume or bear responsibility for a member's personal belongings.
- Cedardale Health & Fitness reserves the right to close any area for new construction and or repairs and maintenance without compensation to the membership. Cedardale has the right to pre-empt facilities for special events. Cedardale Health & Fitness also reserves the right to close any part of the facility that management may consider dangerous for use.
- Participant acknowledges that Cedardale may take photos or videos during FOUNDATION or FAST-TRACK classes and use them for promotional purposes. Cedardale Health + Fitness and its agents, employees or contractors, have the irrevocable right to use the photographs and videos taken and provided for use in any publication such as advertising, direct mail, brochures, newsletters, and magazines, and to use such photographs and video in electronic versions of the same publications or on websites or other electronic form or media. Personal photos are not allowed.

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION

I hereby authorize Cedardale, Inc. to charge the account on file for my FOUNDATION or FAST-TRACK dues. I agree that the dues are payable in advance and will be charged to my account before the program begins.

If a payment is returned for any reason I acknowledge that I am subject to a return fee of no greater than \$25. I understand that I may terminate this authorization under the rules set forth with a **5-day written notice** to Cedardale, Inc. with signature. Cancellation requests go through our Business Office.

A FOUNDATION or FAST-TRACK membership cannot be activated if there is an outstanding balance on the account. Restrictions and eligibility requirements are subject to Business Office Approval.

Participant acknowledges that fees and dues are subject to periodic adjustment. Participant acknowledges that FOUNDATION or FAST-TRACK membership is non-transferable.

MEMBER 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 Cedardale, 931 Boston Road, Haverhill, MA 01835

You have the following additional rights to cancel: In the event of your death, your estate may cancel the contract. You may cancel: (i) if you become significantly physically or mentally disabled for a period in excess of three (3) months with reasonable evidence of illness including a doctor's letter, (ii) if the Club services or facilities are not available to you because Cedardale fails to open a planned club or location, permanently discontinues use of the club or location, or substantially changes the operation of the club or location. You may cancel if you move your residence to a location more than 25 miles from a club operated by Cedardale.