

TERMS AND CONDITIONS OF MEMBERSHIP

Updated: February 17, 2021

Provisions: The classification of members, the amount of dues payable by the members of each classification, the amount of the membership service fee, the suspension and/or expulsion of members, the number of members admitted, and all other matters affecting or relating to the members shall be under the complete control of Munson Healthcare Paul Oliver Memorial Hospital/Betsie Hosick Health and Fitness Center (herein referred to as BHHFC). The dues applicable to any type of membership and any other charge imposed by BHHFC may be amended at any time.

Nondiscrimination: BHHFC will accept an application for memberships from any individual, couple, family or business of good character and responsible credit background without regard to age, race, religion, disability, genetic information, familial status, marital status, height, weight, color, sex, or national origin.

Financial Agreement

If you have chosen an annual membership with BHHFC, you may choose to pay either in one lump sum or in monthly installments. Early cancellation is not permitted with such membership. Should you choose to pay in monthly installments and cancel prior to the end of any contract year, BHHFC is authorized to charge you, including any credit card established for auto-pay, the full amount due and owing for the remainder of such contract year (i.e. all outstanding payments will be accelerated and due as of the date of termination).

Confidentiality Statement: All contact information given to BHHFC is private and confidential. This information is kept in a secure place, and is only accessible to employees and contracted instructors of BHHFC. Employees never share private contact information.

Cancellation of Membership Contract: Any member may be expelled for a gross or repeated violation of BHHFC rules and regulations. Terminated members may not be allowed as guests.

Refunds and Contact Information: Members must notify management in writing of any changes of address or phone number. Staff do not have the authority to issue membership refunds. All membership sales are nonrefundable.

Shutdown Policy:

If the facility is shut down for any period exceeding one week (whether for pandemic public health related reasons or otherwise, all membership shall be put on hold until the re-opening of the facility. As an example, if a member has completed month 4 of their 12 month contract term and the facility shuts down for 2 months, when the facility re-opens, the member will commence month 5 of his or her contract at the time of re-opening. BHHFC reserves the right to shut down in its discretion and shall endeavor to provide members notice as soon as is practicable after such shut down.

Use of Risk Therein/Waiver of Liability: Member agrees and understands that the use of BHHFC and the equipment, exercises, and activities therein, involves a degree of risk. Member expressly agrees that he/she assumes any and all risk related to the use of BHHFC, including BHHFC sponsored off-site activities and transportation. Accordingly, member releases, indemnifies, discharges, absolves and holds harmless to BHHFC, its agents, employees, instructors, assigns, officers, shareholders, partners and successors from any claims, suits, demands, cause of action, damages and liability arising out of or in any manner related to, any activity engaged in by the member at BHHFC or the use of any of its facilities except to the extent that such accident or injury is caused by or results from the gross negligence of willful misconduct of BHHFC, its agents, employees, instructors, assigns, officers, shareholders, partners and successors.

Operation Schedule: Hours of operation are posted in the facility and on our website. The fitness center is closed on New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve, and Christmas. Hours and closure dates are subject to change.

RULES AND REGULATIONS

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Attire: Proper athletic attire must be worn at all times. Shirts and closed toe shoes are required in all public and recreational areas, with the exception of group classes that require no footwear. Outside of the locker room and lobby, absolutely no outdoor boots are permitted in the facility. Only metal or composition racquets are allowed in the racquetball court and eye guards are strongly recommended. Helmets are required for outdoor biking classes.

Cleanliness: All members are required to wipe down yoga mats, and the cardio and weight room equipment after each use. They are also required to pick-up after themselves, re-rack weights, discard trash, remove personal items, and return used towels to the appropriate bin.

Damages: The cost to repair damage to BHHFC's property by a member, dependent children or a guest, shall be paid by the member.

Equipment: Equipment must be used properly. Free weights and machine weights cannot be dropped for any reason.

Etiquette: During busy times or whenever someone is waiting for a machine, observe a 30 minute time-limit on all cardio equipment. Disrupting or interfering with the workout of another member will not be tolerated. Respect the rights of others by using courteous and appropriate behavior. The staff at BHHFC reserves the right to refuse service to any member who violates any rule or regulation, or engages in any verbal and/or physical abuse of members or fitness center staff.

Food and Drink: Food is prohibited from all areas of the fitness center except the lobby. Drinks are permitted, provided they are in a sealable, plastic or metal container.

Lost/Stolen Items: Valuables should be secured in lockers. Members must bring their own lock and remove it at the end of their workout. The fitness center is not responsible for lost or stolen personal items. A lost and found department is maintained and lost items will be held for at least 30 days.

Music and Noise: Members are required to listen to music using headphones.

Registration/Check-in: All members are required to scan in at the front desk using their pre-assigned coded keytag. If you forget your keytag, please ask a staff member to sign you in. Memberships and keytags are non-transferable.

Scent: To accommodate those with sensitivities, allergies, or respiratory challenges, we are a scent-free facility. Any scents that may be offensive, including fragrances and scented washes, are not permitted within the facility.

Smoking: We are a smoke free property. Smoking is not permitted in the building or anywhere outside on the property, including in personal vehicles in the facility's parking lot.

Weapons: Munson Healthcare supports a culture of safety for patients, employees, visitors, and volunteers; therefore, weapons and contraband are not permitted on Betsie Hosick Health & Fitness Center property, with the exception of law enforcement and employees of a depository financial institution or a subsidiary or affiliate of a depository financial institution.

Questions, Concerns: Any formal problems, questions, or concerns regarding BHHFC should be submitted via email to bhhfc@mhc.net. Include your name and phone number. All emails will be carefully reviewed.

BHHFC staff on duty is responsible for enforcing all rules, regulations and procedures. The fitness center reserves the right to ask members to leave and/or revoke privileges if they do not comply with these rules.