

# Membership Application



Beacon, NY

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

Member Name: \_\_\_\_\_

DOB: \_\_\_\_\_

Second Member Name: \_\_\_\_\_

DOB: \_\_\_\_\_

How did you find out about our membership? \_\_\_\_\_

Membership Length: Start \_\_\_\_\_ Expire \_\_\_\_\_

## Membership and Payment Options

- **Estate Wellness Membership**

Annual: \_\_\_\_ Individual - \$2,560                      \_\_\_\_ Couple - \$4,870

Monthly: \_\_\_\_ Individual - \$225                      \_\_\_\_ Couple - \$415

**\*12-month Contracts**

- **3 Month Trial Membership**

\_\_\_\_ Individual - \$850

- **Mirbeau Blue Wellness Membership**

Annual: \_\_\_\_ Individual - \$3,330                      \_\_\_\_ Couple - \$6,410

Monthly: \_\_\_\_ Individual - \$290                      \_\_\_\_ Couple - \$545

**\*12-month Contracts**

- **3 Month Trial Membership**

\_\_\_\_ Individual - \$1,000

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\_\_\_\_\_  
\*Address \*City \*State \* Zip

\*Phone Number: \_\_\_\_\_ \*Email Address: \_\_\_\_\_

2<sup>nd</sup> Member Phone Number: \_\_\_\_\_ Email address: \_\_\_\_\_

\*Emergency Contact (Name, Phone, Relation):  
\_\_\_\_\_  
\_\_\_\_\_

## Method of Payment:

Cash \_\_\_\_\_

Check \_\_\_\_\_ # \_\_\_\_\_

CC \_\_\_\_\_

Primary CC #: \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_ CVC: \_\_\_\_\_

Secondary CC #: \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_ CVC: \_\_\_\_\_

Optional Incidental Member Charge Account? Yes or No

## Credit Card Authorization

I hereby request that all dues, fees, and charges for the above requested membership are billed according to the requested payment plan shown above, to my credit cards listed above, and I hereby authorize such billing.

I understand and agree that this membership will automatically renew each year for the 12-month contracts unless cancelled by me personally or by Mirbeau within 30 days prior to the first billing date of each renewed term.

I acknowledge that my membership account will be limited to a \$1,000 maximum balance, and that Mirbeau may charge my credit card or otherwise require payment of the entire statement balance immediately should my membership account balance exceed \$1,000.

I certify that the credit cards listed above are issued to me and agree that all disputes on my credit cards account relating to Mirbeau will be promptly brought to the attention of Mirbeau. I understand that I am obligated to keep a valid approved credit card on file with Mirbeau at all times and that I am personally responsible for payment of any amounts that are not paid by the credit card company.

I hereby acknowledge that if any amounts on my membership account are not paid by the credit card listed above, I shall be personally responsible for payment of such amounts upon notice from Mirbeau. Payment shall be considered to be late if not paid within 10 days after the date of notice of the monthly statement, or membership payment due date, and all late payments shall be subject to the assessment of

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a Late Fee equal to \$25. Late Fees shall be applied monthly until the account is paid in full. I acknowledge that Mirbeau may take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of my membership or legal action, and I shall be liable for all costs and for any expenses of such legal action including attorney's fees or other collection costs.

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Member(s) Signature

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Please Print Name(s)

## **Acknowledgment of Membership Rights**

The undersigned acknowledges that membership at Mirbeau Inn & Spa permits the members to use the Spa Facilities referred to in the Membership Plan in accordance with the Membership Plan. Membership at Mirbeau Inn & Spa is not an investment in any of the Mirbeau companies, or the Spa Facilities, and does not give a member a vested or prescriptive right or easement to use the Spa Facilities, nor equity or ownership or any property interest in any of the affiliated Mirbeau properties or companies. A member only acquires a revocable license to use the Spa Facilities in accordance with the terms and conditions of the Membership Plan, as the same may be amended by Mirbeau from time to time, and in accordance with the terms of this Membership Application. All rights and privileges of members under the Membership Plan and this Membership Application, are subordinate to the lien of any mortgage encumbering the Spa Facilities from time to time. Spa Mirbeau reserves the right, in its sole discretion, to terminate or modify the Membership Plan and Membership Application, to reserve memberships, to discontinue operation of any or all of the Spa Facilities, to sell, lease or otherwise dispose of the Spa Facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify or terminate any type or category or class of memberships, and to make any other changes in the terms and conditions of the membership or the Spa Facilities available for use by members. In the event of termination of the Membership Plan, termination of any category of membership or the discontinuance of operation of all or substantially all of the Spa Facilities, the members affected will be entitled to a pro rata refund of membership dues paid by the member.

## **Assumption of Risk**

The undersigned hereby acknowledges that the use of Mirbeau facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. The undersigned hereby accepts any and all risk of injury to themselves and any of their guests sustained while using the Mirbeau facilities or while involved in any event or activity incident to membership with Mirbeau, including offsite activities.

I acknowledge and understand that participation in fitness activities, including but not limited to strength training, cardiovascular exercise, group classes, use of equipment, and use of the Facility, involves **inherent risks**, including but not limited to: muscle strains, sprains, and tears; slips, trips, and falls; equipment malfunction or misuse; cardiovascular events; and other physical injury, illness, or death. I voluntarily choose to participate in such activities **with full knowledge and acceptance of these risks**, whether such risks are known or unknown, foreseeable or unforeseeable.

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I understand that Mirbeau and its staff are **not medical professionals** and do not provide medical advice, diagnosis, or treatment. I understand that it is my responsibility to seek medical advice prior to beginning or continuing any exercise program, especially if I have a history of medical conditions that may affect my ability to exercise safely.

I represent that: I am physically able to participate in exercise activities; I have not been advised by a physician to refrain from such activities, or I have consulted a physician and received clearance; and I will immediately stop activity if I feel unwell, dizzy, or at risk.

I agree to: use all equipment properly and as instructed; follow all Facility rules and staff guidance; and exercise reasonable care for my own safety and the safety of others.

In signing below, I accept the risk of injury, I understand that I agree to indemnify and hold harmless Mirbeau of Beacon LLC, Mirbeau Hospitality Services LLC, Mirbeau Holdings LLC, The Mirbeau Companies, LLC and their affiliates and related entities, their successors and assigns, and their respective directors, officers, owners, partners, members, shareholders, employees, and agents, from any and all loss, cost, claims, injury, damages or liability sustained or incurred by me or my guests resulting from or arising out of any conduct or event connected with membership with Mirbeau or the use of any of the Mirbeau facilities.

## Membership Plan Documents

I hereby acknowledge receipt of the *Mirbeau Inn & Spa of Beacon* Membership Plan, and I have read and understand them, and agree to be bound by the terms and conditions thereof as the same may be amended from time to time by Mirbeau. I further acknowledge that I am not relying on any oral representations in acquiring membership with Mirbeau.

**THIS AGREEMENT IS EFFECTIVE UPON SIGNING AND CANNOT BE CANCELED BY A MEMBER PRIOR TO THE END OF THE TERM. ALL PAYMENTS ARE NON-REFUNDABLE.**

Dated: \_\_\_\_\_

Member's Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Second Member's Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_