

LIBERTY ATHLETIC CLUB | BYLAWS, WAIVER & RELEASE

The following rules and regulations supersede and void all previous rules and regulations set forth by the club and are subject to change. The club shall have the unqualified right to make such rules, regulations, and restrictions in the use of club property as it may deem necessary.

1. **MEMBERSHIP ID:** All members must scan their Membership Card upon entry to the club. Members may use the key tag assigned to them upon joining or use the personal scan code available on the Liberty Athletic Club App. The membership card is club property, the possession of which may be determined at the club's sole discretion. Members who lose their cards will be charged a \$5.00 card-replacement fee. Each member must have their photo taken before membership card can be issued.
2. **GUESTS:** Guests may use the club only when accompanied by a member. Both member and guest must register at the Front Desk. Members of the club are responsible for the conduct of their guests. A guest fee will be charged for each guest's visit. The club reserves the right to limit the number of guests a member(ship) may bring to use the facilities at any one time to five (5). Certain restrictions may apply with respect to the Liberty's outdoor facility.
3. **BILLING & CHARGE ACCOUNTS:** Members in good account standing may charge dues and other club services to their respective club account. Dues are charged on a monthly basis. Statements may be viewed online via the mobile app and/or online services. Statements will be e-mailed on the 1st of each month and reflect the previous month's charges and dues payable for the current month's membership.
4. **PAYMENT TERMS:** We require automatic payment to draft by credit card, checking account, or savings account on the 1st of the month. Any credit/debit card or check returned for insufficient funds will be charged a \$35.00 fee to your Liberty membership account. In case of errors or inquiries about your statements, please contact Account Services within 60 days for prompt correction of billing errors. If your account is past due you will be assessed a 1.5 % late fee. A member may be suspended or terminated if dues or other charges on account are in arrears. Terminated members wishing to reinstate may be required to pay initiation fees in their entirety and pay any remaining balance for which they were responsible when previously active. Such terms are applied at the discretion of management.
5. **RATES:** Charges and fees for services and facilities are subject to change as necessary by the club.
6. **INTERRUPTION OF SERVICE:** In the event it is deemed necessary to temporarily close (in whole or in part) for any reason, we will make every effort to continue to make as many facilities available as possible. Dues will not be suspended or refunded during the time when facilities are not available.
7. **VOLUNTARY RESIGNATION OF MEMBERSHIP:** To resign from the club, a member must give a 30-day advance **written** notice. There are two accepted forms of written notice; e-mail sales@libertyathletic.net or complete the Leave of Absence Form available from the Sales Department during regular business hours. No other forms of notification are accepted. Such voluntary resignation shall not be deemed effective until after the expiration of the 30-day notice period and payment in full against any outstanding balance. Subsequent to his/her voluntary resignation, a member shall not be subject to any further dues or other charges. Failure to pay monthly dues is not considered adequate communication of one's intent to take leave or resign his/her membership privileges. Cancellations will not be applied retroactively.
8. **LEAVE OF ABSENCE:** Members whose initiation fees have been paid in full and have been active for a minimum of six (6) months may apply for a "leave of absence" in anticipation of a period of inactivity no less than three months. To apply for a leave of absence from the club, a member must give a 30-day advance written notice. There are two accepted forms of written notice; e-mail sales@libertyathletic.net or complete the Leave of Absence Form available from the Sales Department during regular business hours. No other forms of notification are accepted. Such voluntary resignation shall not be deemed effective until after the expiration of the 30-day notice period and payment in full against any outstanding balance. Members with approved leaves of absences will not be responsible for the dues associated with the absent months. A leave cannot be applied retroactively. The following fees apply to reactivate your membership:
Reactivation fee is 1/2 of the current initiation fee plus current month dues.
Requests for a "medical leave of absence" must be accompanied by a physician's note and may be reactivated for a \$75.00 fee. Leaves of absence longer than five (5) years will result in forfeiture of such reactivation privileges as described herein.
9. **TERMINATION OR SUSPENSION OF MEMBERSHIP:** The club reserves the right at any time to terminate a member and those associated with said membership from all club privileges if member has violated any of the bylaws adopted by the club. Member will be responsible for all fees associated with membership at time of termination.
10. **DAMAGES:** Members whose guest(s) and/or dependent children have caused any damage to the club's property shall be held responsible.
11. **PERSONAL PROPERTY:** The club shall not be responsible nor liable to members or their guests for articles damaged, lost, or stolen in or about the club or in lockers, nor for the loss or damages to any property including but not limited to automobiles and the contents thereof. Lost and found items are immediately placed in the appropriate lost-and-found claim areas. Club employees will not assume responsibility for wallets, keys, or other valuables.
12. **PRIVATE INSTRUCTION:** No personal training or any other private instruction is permitted at the club unless conducted by Liberty Athletic Club personnel. A 24-hour advance notice is required when canceling the retained services of a private instructor or trainer. Members failing to provide such notice will be charged for that scheduled service.
13. **COURT RESERVATION:** All courts are available on a reservation basis and may be reserved by members only. Indoor courts may be reserved six (6) days in advance. A member making a court reservation shall be charged the applicable rate for failure to notify the club of his/her intent to cancel the reservation at least 24 hours before the reserved time. Outdoor courts may be reserved 24 hours in advance. While there is no court fee associated with outdoor court play, a \$5.00 charge will be assessed against the account of any member failing to give four (4) hours' notice of reservation cancellation. Members are required to provide their name and the name(s) of additional players at the time of reservation if they expect any applicable court fees to be shared amongst the participants. All guests must be registered prior to entering the courts. Failure to register a guest may result in the suspension or expulsion of the member.
14. **ADVANCE CANCELLATION NOTICE:** For all other services and events not listed in these bylaws for which Liberty requires participants to schedule in advance or otherwise pre-register, an advance notice of cancellation may be required. Such cancellation policy, if any, will be noted on registration materials. Members failing to observe the given policy for that event or service will be charged the associated penalty as indicated. New Member Personal Training and New Member Spa Services require 24-hour cancellation. Failure to comply will result in forfeiture of these Complimentary Service(s).
15. **CHILDREN:**
 - a. **MEMBERSHIP AGE LIMIT:** Children must obtain their own independent membership upon reaching their 21st birthday. Exceptions may be made for children who are unmarried and 1) attending an accredited college or university as a full-time student, or 2) serving in the armed forces. Such exceptions will be honored only until the child's 26th birthday. NOTE: the definition of a 'full-time' student is that used by the Internal Revenue Service for its purposes of allowed exemptions.
 - b. **ALL CHILDREN** must adhere to age restrictions posted throughout the club and in club literature.

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16. **ATTIRE:** Proper and appropriately modest attire is required for members and guests using the club. Shirts and shoes are required in all areas with the exception of the pool. Black-soled athletic shoes are not permitted on the tennis or basketball courts, nor in the group fitness studio. Open toed shoes are not permitted on the fitness floor. Proper swimming apparel is required for use of the whirlpools, saunas, and pools. All apparel must be in good repair (e.g., no cut-off shirts or shorts). No vulgar or suggestive language is allowed on any item of clothing.
17. **BEHAVIOR:** Profanity, racquet-throwing, or any other form of uncontrolled behavior will not be tolerated. Complaints substantiated in writing from fellow members or staff regarding repeated instances of loud, offensive, or otherwise unacceptable behavior while on the club premises or during a club-sponsored event may result in the termination or suspension of the offending party's membership. Inappropriate behavior by a member's guest may jeopardize that member's membership.
18. **SMOKING:** Liberty is a smoke free campus. Smoking and/or vaping is not permitted anywhere on the premises.
19. **CELLULAR PHONES:** To further preserve the tranquility of the club the use of cellular phones for conversation is prohibited on the track, basketball court, fitness floor, fitness studios, and tennis courts.
20. **SOLICITATION:** Members are prohibited from soliciting other members and/or employees with regards to any non-Liberty related products or services.
21. **FOOD AND BEVERAGES:** May be consumed in the lobby, conference room and designated eating areas of the indoor and outdoor waterparks. Food brought from home or a restaurant is allowed only at the outdoor facility. Please enjoy Café Liberty while recreating indoors. Water is permitted in all areas of the club provided it is contained in a plastic "sport-capped" dispensing bottle.
22. **NO PETS ALLOWED:** Service animals specifically trained to aid anyone with a disability are welcome.
23. **VIDEO, AUDIO AND PHOTOGRAPHY EQUIPMENT:** The use of videotape, audio recording and photography equipment is strictly prohibited. Only authorized employees or vendors hired by the owners may be allowed to perform such activities. All requests for photography, videotaping or use of the facility for activities other than what is normally intended should be directed to the Vice President or Manager.
24. **BYLAWS NOT INCLUSIVE:** The bylaws herein are not inclusive. Signs posted within the facility and policies published within other informational media will be considered additional bylaws.
25. **PHOTO AND VIDEO RELEASE**
Part of our mission at Liberty Athletic Club is to provide you a positive and motivational experience when you enter the premises. Because we want to celebrate your accomplishments and inspire others to realize their fitness potential, we sometimes will take photographs, videos or even audio recordings that share your successes. By signing below, you are agreeing that Liberty may use or release to individuals, entities, news outlets, or the general public any photographs, video or audio taken during your use of the facilities. Such use may occur for reasons relating to membership solicitation, promotional and/or marketing campaigns, or advertisement of Liberty and may be in the form of brochures, articles, commercials, social media or other media to promote or publicize Liberty. By agreeing to this use, you understand that you will not receive any compensation for the use of your likeness regardless of whether Liberty receives payment for such use, and that Liberty shall have a nonexclusive and perpetual license and right to reproduce the photographs, video, images, or audio taken for such purpose. Finally, you agree that you will release Liberty and hold it harmless from any claims associated with such use.
26. **MEMBERS' RESPONSIBILITY AS TO USE OF CLUB**
You (Member) should consult with your physician before using our services and facilities. You understand and acknowledge that we have no expertise in diagnosing, examining or treating any medical condition. You agree you will not use the facilities with any medical condition, including open cuts, abrasions, sores, infections, maladies or inability to maintain personal hygiene, if such condition poses a direct threat to the health or safety of yourself or others, and agree you will use the facilities in accordance with all applicable public health requirements. It is your responsibility to consult with your physician to determine if any of these medical conditions exists and, if so, whether such condition poses a direct threat to the health or safety of yourself or others. The club reserves the right, however, to make the final determination in this regard.
27. **WAIVER AND RELEASE**
You (Member) agree that if you engage in any physical exercise or activity or use any club facility on the premises, you do so at your own risk. This includes, without limitation, your use of the locker room, pool, whirlpool, sauna, steam room, parking area, sidewalk or any equipment in the health club and your participation in any activity, class, program or instruction. If you have asthma or allergies, you may be more prone to have a reaction to the chemicals used in the pool and spa areas. The American Medical Association suggests that you consult a physician. Use at your own risk. You agree that you are voluntarily participating in these activities and using these facilities and premises and assume all risk of injury to you or the contraction of any illness or medical condition that might result, or any damage, loss or theft of any personal property. You agree on behalf of yourself (and your personal representatives, heirs, executors, administrators, agents and assigns) to release and discharge us (and our affiliates, employees, agents, representatives, successors and assigns) from any and all claims or causes of action (known or unknown) arising out of our negligence. This Waiver and Release of liability includes without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) our improper maintenance of any exercise equipment or facilities, (c) our negligent instruction or supervision, and (d) you slipping and falling while in the health club or on the premises. You acknowledge that you have carefully read this Waiver and Release and fully understand that it is a release of liability. You are waiving any right that you have to bring a legal action to assure a claim against us for our negligence.

As a condition of my membership and those listed on my membership, I have read and agree to comply with the above stated bylaws and acknowledge that this agreement contains a waiver and release by which all persons listed on my membership are bound.

ACCEPTED BY _____ DATE _____ / _____ / _____
MEMBER'S SIGNATURE

ACCEPTED BY _____ DATE _____ / _____ / _____
MEMBER'S SIGNATURE