

Membership Agreement

Today's date: 5/17/2016

Name (Last, First, Middle):

Home address: 1830 Naglee Ave

City, State, Zip: San Jose, Ca 95126

Primary phone: 9149538571

Primary e-mail: acasella@snaproute.com

Birthdate: 5/21/1984

J Number: Member type: Individual

Company: Snap Route EMP ID:

Business phone:

Secondary e-mail:

Member referral:

Emergency contact: Jennifer McNulty

(408)-761-8479 (name)

(phone) (relationship)

Additional Members

Name (Last, First, Middle): Birthdate: Member type: Phone: E-mail: Relationship:

Name (Last, First, Middle): Birthdate: Member type: Phone: E-mail: Relationship:

Name (Last, First, Middle): Birthdate: Member type: Phone: E-mail: Relationship:

Authorization for Payment

I authorize Oshman Family Jewish Community Center (OFJCC) to initiate a charge to the accounts noted below for both my dues and other recurring charges and the dues and recurring charges of all additional members added to my membership (my Electronic Funds Transfer Account). **This authorization is to remain in effect until my membership terminates in accordance with Article I, Section 5 on the back of this Agreement.** I have the right to stop payment on an Electronic Funds Transfer debit by notifying my bank. This, however, does not void my contract with OFJCC to fulfill my payment commitment and I am obligated to pay by some other method. The processing date for debit cards may vary due to banking procedures and if charges are not paid they will be subject to a Late Fee.

Electronic Funds Transfer Account (for dues and recurring charges)

☐ Primary member:

☐ Card number: Exp. date:

☐ Account number: Routing/Transit number:

Center Charge Account (for in-club purchases) ☐ Allow Charges

☐ Same as EFT account

☐ Card number: Exp. date:

Account holder signature

FOR OFFICE USE ONLY Corporate

Start date: Renewal date:

Bill to company: SnapRoute Mbr#:

Payment Summary

Bill to member Bill to company

Registration fee: \$ \$

Monthly Dues

Current month prorate: \$ \$

First month's dues: \$ \$

Locker rental: \$ \$

\$5/month for OFJCC: \$ \$

Months prepaid: 12 24 36 (circle one) 12 24 36 (circle one)

Total prepaid: \$ \$

Group Discount: -\$ -\$

Scholarship Recipient: -\$ % -\$ %

Total discounted dues: \$ \$

Joining 3-Pack

Personal Training: \$ \$

Massage: \$ \$

Pilates: \$ \$

Aquatics: \$ \$

Other: \$ \$

Total Paid Dues: \$ \$

Total Paid Today: \$ \$

(total fees and dues)

Date of first monthly charge: / 1 /

Recurring monthly dues amount: \$ 85

Account holder signature

☐ Recurring \$5/month contribution to OFJCC (optional)

Agreement

I have read the terms of this agreement on the front and reverse of this document and agree to abide by these terms. I am aware that this agreement contains a waiver and release of liability by which I will be bound.

This is a month to month agreement and may be terminated as set forth herein.

Adam Casella 5/17/2016

(additional member signature) (print name) (date)

(additional member signature) (print name) (date)

(additional member signature) (print name) (date)

(parent/guardian signature) (print name) (date)

Membership Representative: Stephanie

Initial Cancellation Policy: You, the buyer, may cancel this agreement at any time prior to midnight of the fifth business day of the health studio after the date of this agreement, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice, or send a telegram which states that you, the buyer, are canceling this agreement, or words of similar effect. The notice shall be sent to, Oshman Family JCC at 3921 Fabian Way, Palo Alto, CA 94303.

This Membership Agreement (this "Agreement") is between Oshman Family Jewish Community Center ("OFJCC") and the applicant for membership identified on the front of this Agreement ("Member").

Article I. Membership
Section 1. Eligibility for Membership

All membership agreements must be on forms prescribed by OFJCC and are subject to approval by OFJCC authorized personnel and payment of the required fees. Persons 18 years or older may become members. At the discretion of OFJCC and subject to Article III, Section 5, minors under the age of 18 may join with written parental approval on the front of this Agreement.

Section 2. Nature of Membership

Membership confers only the right to use and enjoy the Facilities of OFJCC in accordance with OFJCC's rules and regulations, which may change from time to time at the sole and absolute discretion of the OFJCC. "Facilities" means the OFJCC facilities included in the membership privileges for the type of membership indicated on the front of this Agreement. For Center Memberships only, Facilities also includes the fitness facilities located at the OFJCC on the Taube Koret Campus for Jewish Life (the "Center Facilities"). Membership does not confer any interest in the property or assets of OFJCC or any right to participate in the management or operations of OFJCC, financially or otherwise.

Section 3. Fees and Charges

Registration Fees. As a condition of membership, Member shall pay a registration fee to OFJCC. The amount, manner and time of payment of such fee shall be established by OFJCC and may be changed from time to time. No portion of such fee will be refunded, except in the event of a cancellation under the Initial Cancellation Policy as specified on the front of this Agreement.

Dues. Member shall pay dues each month pursuant to an electronic funds transfer as set forth on the front of this Agreement and may terminate his/her membership in accordance with the termination procedures outlined in Article I, Section 5 of this Agreement. The dues for each category of membership shall be subject to change upon notice by the OFJCC from time to time, in its sole and absolute discretion. The amount of such dues will be automatically transferred from Member's bank account, credit card or debit card once each month on or after the due date for payment. The dues of any and all additional members added to Member's membership will be paid by Member. If Member elects to prepay his/her dues in advance, at the end of the prepaid period, his/her membership dues will automatically revert to monthly dues billing.

Center Charge Account. Member may elect to establish house charging privileges by providing a credit card or debit card account authorization where indicated on the front of this Agreement. Such account information is stored electronically by OFJCC for purchases by Member of in-house goods and services which are billed on the date of purchase and reflected on Member's credit or debit card statement.

Late or Returned Item Charges. A Late Fee will be assessed for returned checks, insufficient funds, closed accounts, frozen or declined credit cards or similar circumstances, that result in late or delayed payment to OFJCC. The amount of the Late Fee will be set by OFJCC from time to time and is available upon request from the OFJCC membership office. Member is responsible for providing accurate and updated information on the Member's electronic funds account to insure timely receipt of payment. OFJCC reserves the right to re-attempt collection of Member's outstanding balance until such time as Member's balance is cleared.

Section 4. Facilities/Access

Unavailability of Facilities. The obligation to pay dues is not dependent on the availability of all portions of the Facilities at all times. Repairs, maintenance and other circumstances may make it necessary for OFJCC to temporarily take portions of the Facilities out of operation, and dues will not be reduced or suspended during such time. OFJCC will provide reasonable notice of any temporary closures as circumstances permit. OFJCC further reserves the right to make changes to the types and quantity of classes and equipment offered at the Facilities.

Section 5. Resignation/Termination

Voluntary Center Membership Resignation. In addition to rights under the initial cancellation policy, Member may terminate his/her Center membership from OFJCC by giving advance written notice to OFJCC, subject to the following terms and conditions. **Termination of membership must be received in writing. Member must provide 30 days advance notice of the termination.** After Member's termination is effective, he/she will not be subject to any further dues and all membership privileges will be terminated. Unless otherwise noted, all members on a family or corporate membership will be converted to appropriate memberships and be subject to the dues of that category of membership.

Community Membership Expiration. Community Memberships expire on the anniversary of the Member's join date, and may be renewed annually by the Member. Except for cancellations under the Initial Cancellation Policy, voluntary terminations before the expiration date are not permitted, except that a Member may upgrade his/her Community Membership to a Center Membership and a prorated amount of Community Membership dues paid by the Member will be credited towards the Member's Center Membership dues.

Involuntary Termination. OFJCC reserves the right to terminate the membership or privileges of any Member for failure to comply with the terms of this Agreement or with any of the rules and regulations adopted by OFJCC or for any conduct OFJCC determines in its discretion to be improper or in any way contrary to the best interest of OFJCC or its membership. The Member may be terminated by notification in writing mailed by OFJCC to the last address shown on the records of OFJCC for the Member. The terminated Member will remain liable for all dues and other indebtedness incurred prior to the date of termination, which shall be three (3) business days following the date on which the termination notice is mailed by OFJCC.

Disability or Death (Center Membership Only). If Member is unable to use the Center Facilities as provided herein due to disability or death, he/she or his/her estate may terminate Member's Center Membership and shall be relieved of the obligation to pay for services other than those received prior to death or the onset of the disability. Upon written request, which in the case of a disability must be made no later than 14 days after the date of the claimed disability, if Member has prepaid any sum for services, so much of such sum as is allocable to services the Member has not taken shall be promptly refunded. As used herein, the term "disability" means a condition, which precludes Member from physically using the Center Facilities and the condition is verified by a physician.

Relocation Out of Area (Center Membership Only). If Member moves more than 25 miles from the OFJCC and is unable to transfer this Agreement to a comparable facility, Member may terminate Member's Center Membership and shall be relieved from the obligation of making payment for services other than those received prior to the move. Upon written request, which must be made no later than 14 days after the date of the move, if Member has prepaid any sum for services, so much of such sum as is allocable to services Member has not taken shall be refunded.

Resale of Membership. Member may not sell or otherwise transfer his or her membership to another party without the prior express written approval of OFJCC.

Section 6. Changes to Membership Status

Membership Type Conversion. Member may convert to another available type of membership by giving advance written notice as set forth below to OFJCC, paying the difference of the two prevailing membership registration fees, if applicable, and commencing payment of the dues of the new membership type. Notices requesting a downgrade of membership type (e.g., from Center Membership to a Community Membership) received after the first of the month will be processed and go into effect at the start of the next billing cycle. No refunds will be given.

Freeze Status for Center Membership. Member may request a Non-Medical Freeze of Member's Center Membership for up to three (3) months within a twelve (12) month period by giving advanced written notice to OFJCC and paying all past dues and other unpaid charges. A Non-Medical Freeze will be subject to reduced membership dues. The amount of the reduced dues will be set by OFJCC from time to time and is available upon request at the OFJCC membership office. Medical Freezes will be granted upon receipt of a written note by a physician verifying the medical condition. No dues will be charged to Member while on Medical Freeze. To reactivate Center Membership, a physician's note must be provided which clears Member to use the Center Facilities. A Member may not use the Center Facilities during a Non-Medical Freeze or a Medical Freeze.

Warning: Use of steroids to increase strength or growth can cause serious health problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke, and damaged liver function. Men and women using steroids may develop fertility problems, personality changes, and acne. Men can also experience premature balding and development of breast tissue. These health hazards are in addition to the civil and criminal penalties for unauthorized sale, use, or exchange of anabolic steroids.

Article II. Assumption of Risk, Release and Waiver of Claims; Indemnity and Arbitration

Section 1. Assumption of Risk, Release and Waiver of Claims and Indemnity
Member, for him and/or herself and on behalf of his or her minor children, if any, acknowledges that, prior to engaging in any activity in or about OFJCC or sponsored by OFJCC, Member has been advised to consult with and receive the approval of a physician. **Member knows, understands and appreciates the risks of entry upon and/or use of OFJCC property, fitness facilities and/or equipment, including but not limited to loss of or damage** to personal property, serious or catastrophic personal injuries and/or death. Member confirms that he/she is voluntarily participating in OFJCC's activities, and/or entering upon and/or using OFJCC's property, facilities and/or equipment, and Member hereby expressly assumes all risk that he/she may suffer personal, bodily or mental injury and/or death, economic loss and/or damage as a result of his/her entry upon and/or use of OFJCC's property, facilities and/or equipment and/or participation in OFJCC activities. Member acknowledges and agrees that he/she is solely responsible for his/her safe and responsible entry upon and/or use of the OFJCC property, facilities and/or equipment, whether or not supervised by a OFJCC representative. In consideration for being permitted to enter upon and/or use the OFJCC's property, facilities and/or equipment and/or participate in OFJCC activities, on behalf of him/herself and his/her spouse, unborn children, heirs, representatives, guardians, distributees, successors and assigns **Member hereby releases and discharges the OFJCC and all of its trustees, members, officers, employees, agents and assigns of the foregoing**, including their affiliated organizations, (the **“OFJCC Parties”**) **from any and all claims, causes of action or liability for any damages to and/or loss of property, injuries and/or death Member may suffer in** or about OFJCC, resulting from Member's participation in OFJCC activities, entry upon and/or use of OFJCC's property, facilities and/or equipment, whether or not the same arises out of or results from the negligence, fault, or any other act, omission and/or conduct of any of the OFJCC Parties. In addition, Member agrees to **hold harmless, indemnify and defend the OFJCC Parties** from all claims, demands, causes of action or liability for any loss, damage, and/or injury to persons or property arising from or relating to Member's entry upon and/or use of OFJCC's property, facilities and/or equipment and/or participation in OFJCC activities, including without limitation attorney's and expert's fees, expenses, costs and all consequential damages, whether or not resulting from the negligence, fault or any other act, omission or conduct of any of the OFJCC Parties. **MEMBER ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND IS AWARE THAT IT CONTAINS A WAIVER AND RELEASE OF CLAIMS AND THAT MEMBER IS GIVING UP SUBSTANTIAL RIGHTS, INCLUDING HIS/HER RIGHT TO SUE. MEMBER IS SIGNING THIS AGREEMENT OF HIS/HER OWN FREE WILL AND INTENDS FOR HIS/HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL CLAIMS TO THE GREATEST EXTENT ALLOWED BY LAW.**

Section 2. Arbitration
MEMBER AGREES TO RESOLVE ANY AND ALL CLAIMS, DISPUTES OR CONTROVERSIES ARISING OUT OF OR RELATING TO MEMBERSHIP WITH OFJCC EXCLUSIVELY BY FINAL AND BINDING ARBITRATION USING THE AMERICAN ARBITRATION ASSOCIATION'S (AAA) COMMERCIAL ARBITRATION RULES. THIS INCLUDES, BUT IS NOT LIMITED TO, CLAIMS RELATED TO FEE DISPUTES, PERSONAL INJURY, DEATH AND ANY OTHER CLAIM WHICH MAY BE ASSERTED UNDER THE LAW OF CONTRACT AND/OR LAW OF TORT AND/OR ASSERTING A PUBLIC POLICY OR CONSTITUTIONAL CLAIM. THE LAWS OF STATE OF CALIFORNIA SHALL GOVERN THE DISPUTE. DISCOVERY PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1283.05 ET. SEQ. SHALL APPLY TO ANY ARBITRATION.

Article III. Rules and Regulations
Section 1. Assumption Of Risk, Release And Waiver Of Liability; Indemnity

Member must check in and present his/her membership card each time he/she uses the Facilities.

Section 2. Attire
Proper attire is required for participants using the Facilities. Shirts and shoes are required in all public and recreational areas. OFJCC may prohibit the use of any personal equipment on the premises.

Section 3. Damages
Any damage to OFJCC's property or to another person on OFJCC's premises by Member, Member's family members (including dependent children) or guests shall be paid for by Member.

Section 4. Hours of Operation
The hours of operation are adjusted seasonally and in accordance with the frequency of member usage. OFJCC reserves the right to change the operating hours. Current hours of operation are available at the OFJCC membership office.

Section 5. Minors and Children
Children under the age of 18 must complete a fitness orientation prior to using the Center Facilities. Children age 9 and younger are not allowed on the fitness floor of the Center Facilities. Except for special programs where OFJCC expressly agrees to supervise a minor ("Supervised Programs"), OFJCC is not responsible for the care and supervision of minors, unattended or otherwise, in the Facilities. Except during Supervised Programs, children age 9 and younger must be accompanied by a parent/guardian in the swimming pool, gymnasium, playground areas, outdoor playing fields and courts and all other areas in the Facilities.

Section 6. Personal Business
Members may not use the OFJCC premises for the solicitation of business for personal gain without prior written approval by an authorized representative of OFJCC.

Section 7. Replacement Items
Lost or stolen membership cards will be subject to a replacement fee.

Section 8. Amendment of Rules and Regulations
OFJCC may from time to time adopt rules, regulations or policies amending or supplementing those contained in this Agreement, and all members will be obligated to comply with such rules, regulations or policies. If new or amended rules or regulations are adopted, they will be sent to the Member as "Additional or Substitute Rules and Regulations" unless they are of such a nature that publication would be inefficient or inappropriate, in which case notice shall be posted or members shall be otherwise advised of the amendment or supplement to the Rules and Regulations as necessary.

Section 9. PR Disclosure
Member gives unconditional permission to the OFJCC to photograph Member and/or Member's child(ren) while they are using the Facilities, and to use the photographs to publicize the OFJCC and its programs and activities in publications, advertisements, web sites or news articles pertaining to the OFJCC without payment or compensation of any kind.

Section 10. Severability and Modification
If any provision of this Agreement or any supplement hereto is ruled invalid or unenforceable as applied to any person or circumstance, all other provisions of this Agreement shall remain valid and enforceable as applied to all other persons and circumstances. Modifications or additions to the pre-printed terms of this Agreement, other than the completion of existing blanks, are unauthorized and will not be honored by OFJCC.