MEMBERSHIP AGREEMENT

Application must be initialed and signed for processing. Payment information is required.

MEMBERSHIP INFORMATION: PRIMARY MEMBER

☐ Mr. ☐ Mrs. ☐ Miss ☐ Ms. ☐ Dr. ☐ Rabbi	Gender ☐ M ☐ F ☐ NB	Date of Birth: / /
Last Name:	M.I:	First Name:
Street Address:	City:	State: Zip:
Email:	Home Phone:	Cell Phone:
License/State ID:		
Emergency Contact (Other than co-applicant):	Phone:	Relationship:

Jewish Connection
☐ Prefer not to answer ☐ Jewish & Unaffiliated
☐ Not Jewish ☐ Jewish & Affiliated (Congregation/Synagogue): _____

ADDITIONAL MEMBER

☐ Mr. ☐ Mrs. ☐ Miss ☐ Ms. ☐ Dr. ☐ Rabbi	Gender ☐ M ☐ F ☐ NB	Date of Birth: / /
Last Name:	M.I:	First Name:
Street Address:	City:	State: Zip:
Email:	Home Phone:	Cell Phone:
License/State ID:		

Jewish Connection
☐ Prefer not to answer ☐ Jewish & Unaffiliated
☐ Not Jewish ☐ Jewish & Affiliated (Congregation/Synagogue): _____

CHILDREN

Name/DOB:	☐ M ☐ F ☐ NB
Name/DOB:	☐ M ☐ F ☐ NB
Name/DOB:	☐ M ☐ F ☐ NB

AREAS OF INTEREST

Stay up to date with the latest at the J! If you would like to receive email newsletters, select all areas of interest.

☐ **I would like to receive email newsletters**

☐ Jewish Community News (Chronicle)
☐ Israel and Jewish Advocacy & Education Alerts
☐ PJ Library (Jewish books and programs for kids)
☐ Upcoming Programs
☐ Weekly Newsletter
☐ Active and Older Adults
☐ Children, Youth, and Family
☐ Volunteering & JCC Cares
☐ Facility Updates (closures, hours, etc)
☐ Fitness and Wellness
☐ Culture and Art

CHOOSE YOUR MEMBERSHIP

Membership Rates

Category	Monthly	Initiation Fee /Reinstatement Fee
☐ **Adult** (1 individual)	**$57**	**$75**
☐ **Couple** (2 individuals in same house)	**$99**	**$100**
☐ **Family** (2 adults + children under 24yr)	**$110**	**$150**
☐ **Senior** (65yr+)	**$46**	**$36**
☐ **Senior Couple** (2 individuals 65yr+)	**$80**	**$54**
☐ **Teen*** (individual aged 13 - 17yr)	**$35**	**$0**

Membership Notes

*Individuals ages 13-17 must complete a certification in order to use the Fitness Center. _____Initial

Membership rates subject to change. Monthly rates include membership dues, security, and badge fees. _____Initial

GET YOUR FIRST 7 DAYS FREE!

☐ Check this box to defer your first payment (first month + registration fee) by 7 days

Offer valid for new Adult, Couple, and Family Memberships. Excludes student, teen, promotional, and insurance-based memberships. Payment may be processed before the trial period concludes if member registers for member-priced programs within the trial period. One-time use only.

JUMP-START YOUR FITNESS

New Member Bonus Options

☐ **Fitness Orientation**	**FREE!**	Initial:
☐ **Three/30 minute personal training sessions** *Must be redeemed within a year	**$120**	Initial:
☐ **Club J: VIP Locker Room & Towel Service**	**$14.50/Month**	Initial:
☐ **Other:**		

HOW DID YOU HEAR ABOUT US

☐ **Facebook / Instagram** ☐ **Newspaper** _____ ☐ **Drove By / Live in area / Fence Banner** (circle one)

☐ **Synagogue** _____ ☐ **Medical Referral / Insurance** ☐ **Other** _____

☐ **Chronicle** ☐ **Employment** _____ ☐ **Member Referral** _____

PAYMENT INFORMATION

Checking Account/EFT *Preferred	**Credit/Debit Card** *3% Processing Fee applied to all Credit transactions
Name on Acct:	Name on Card:
Routing Number:	Card Number:
Acct. Number:	Exp. Date:
Signature:	Date: CVV:

For Insurance-Based Memberships

Fitness ID#	Plan

BILLING DATE

MONTHLY BILLING

I authorize the Jewish Community Center of Long Beach, dba the Alpert Jewish Community Center (the "AJCC") to electronically transfer funds from the listed account number each month for payment of all amounts due to the AJCC, which may include monthly dues, payment plan installments, annual increases in monthly dues, upgrades or additional dues, applicable taxes, fees for fitness or ancillary services, and any other unpaid fees or dues. I understand that the amount of an electronic funds transfer may vary from the amount stated above and that I have a right to ten (10) days advance notice of any varying charges. I hereby waive my right to such advance notice. Payment deductions continue until the Membership is terminated or cancelled in writing in accordance with the Membership Agreement. I understand that if I fail to notify the AJCC in a timely fashion to any changes to the above-identified account information or the debit is returned for insufficient funds, I am responsible for all bank charges, all EFT return items, and the AJCC's $25.00 fee for each EFT return item. The Member may cancel this EFT agreement only upon written request to the AJCC at the address identified in this Agreement.

Payments will be processed on the 2nd of every month _____ Initial

MEMBERSHIP AGREEMENT

This Membership Agreement is entered into by and between Jewish Community Center of Long Beach, dba Alpert Jewish Community Center and ("AJCC") those identified as Members above on _____ and is subject to the following terms and conditions. NOTICE TO MEMBER: Do not sign this Agreement before reading the following Assumption of Risk and Liability Waiver and Release and Indemnity Agreement. By signing this Agreement, you and all additional Members under this Agreement agree to be bound and to give up certain rights you/they may have against the AJCC and others.

ASSUMPTION OF RISK AND LIABILITY WAIVER AND RELEASE AND INDEMNITY AGREEMENT ("RELEASE")

I, the Member, on my behalf, and on behalf of all others listed as Members under this Agreement, including my, and their unborn and/or minor children, and my, and their personal representatives, assigns, successors, heirs, and next of kin, (collectively referred to as the "Participants"), acknowledge and agree that the use of the facilities, services, equipment or premises (hereinafter collectively referred to as the "facilities") of the Jewish Community Center of Long Beach, dba the Alpert Jewish Community Center, Jewish Long Beach and Jewish Family and Children's Services (collectively referred to as the "AJCC") by any of the Participants involves risk of injury to persons and property, and the Participants assume full responsibility for such risks for myself/themselves. Such facilities include but are not limited to social activities, educational activities, child care, pre-school, exercise equipment, exercise rooms, weight rooms, pool, spa, locker rooms, showers, sidewalks, parking lots, stairs, lobby area, or restrooms. Such risk of injury includes but is not limited to injuries arising from the participation by any of the Participants, or others, in supervised or unsupervised activities at the AJCC, injuries and medical disorders, including, but not limited to death, heart attacks, strokes, heat stress, sprains, broken bones, and injured muscles and ligaments, among others, arising from exercising, any use of any of the AJCC's facilities, or otherwise, or while participating in any of AJCC's programs, classes, or activities, and accidental injuries occurring anywhere in or about the AJCC. The Participants agree and acknowledge that I/they have entered into the Agreement for the use of the AJCC's facilities primarily for recreational purposes and not for a specific piece or type of equipment or training methodology.

In consideration for being permitted to enter the AJCC for the purpose of using the facilities, the Participants hereby release the AJCC, and its owners, directors, officers, shareholders, members, managers, parents, subsidiaries, employees, volunteers, independent contractors, agents, and insurers (hereinafter collectively referred to as "Released Parties") from any and all liability to the Participants as a result of any loss, damage or injury sustained by any of the Participants. The Participants hereby waive any claim or demands therefore based on, or on account of, any injury or death to any of the Participants, or property damages sustained by any of the Participants, whether caused by the active or passive negligence, concurrent or otherwise, of the Released Parties, the Participant, or others, while any of the Participants is in, upon, or about the AJCC's premises, or while using the AJCC's facilities or while participating in any AJCC activity at any location, including off-site activities. The claims and demands so waived include but are not limited to, claims based on: improper maintenance of equipment (mechanical or otherwise), grounds, or facilities; negligent hiring, instruction, or supervision, including personal training, inadequate security, or staffing; the Participants' use of the AJCC's facilities; and/or slipping or tripping anywhere in or about the AJCC or any location in which the AJCC operates, including, but not limited to public facilities.

The Participants further expressly agree that this Release is intended to be as broad and as inclusive as permitted by the law of the state of California and that if any portion of the foregoing Release is held invalid by a court of law, then that portion shall be deemed stricken and it is agreed that the remainder of the Release shall continue in full force and effect without the invalid portion.

I acknowledge that I have carefully read this Release and fully understand and agree that by executing this Release, I, and all Participants forfeit any rights they or I may have to bring legal action against the Released Parties for their active or passive negligence, concurrent, or otherwise, arising out of my/their use of the AJCC.

I represent that I am at least 18 years of age, and have actual authority to, and do hereby enter into this Release on my behalf and behalf of all Participants by signing below. I have carefully read and voluntarily signed this Release and further agree that no oral representations, statements or inducement apart from the foregoing Release have been made to me.

I have read and agree to be bound by the terms of this Membership Agreement, including the Membership Terms and Conditions on the reverse side hereof, and I acknowledge that a complete copy of this Membership Agreement was provided to me when the Membership Agreement was signed. I further agree to be bound by the AJCC's Rules and Regulations.

_____ Initial

ADDITIONAL TERMS AND CONDITIONS TO MEMBERSHIP AGREEMENT

1. Membership Renewal/Cancellation. Unless a specific length of term is stated above, this Membership Agreement is month-to-month. After the initial membership period has expired, this Membership Agreement will automatically renew on a month-to-month basis on the terms and conditions stated in this Agreement.

Special Note for Promotional and Annual Memberships:
Such Memberships MAY NOT BE CANCELLED prior to the end of the initial membership period, except as provided for in Sections 7 and 8 below. Members wishing to cancel their Membership, regardless of length of term, must submit such request in writing at least thirty (30) days prior to the expiration of the term of the term in the Membership Agreement. Member is responsible for payment of all dues and charges for the entire length of this Membership Agreement.

2. Membership Rights and Limitations. Membership permits Members to use the AJCC's facilities in accordance with the AJCC's rules. The Membership is non-transferable, non-assignable, and does not provide the Member with any legal or financial rights or interests in the AJCC, its assets, property, operation, or management.

3. Rules. Member and their guests agree to read and abide by AJCC Code of Conduct and additional rules and acknowledge receipt of a copy of the current AJCC Rules. The AJCC reserves the right to amend the AJCC Code of Conduct from time to time in its sole and absolute discretion. The failure of Member, Member's family, or guests to follow these rules may result in cancellation of the membership.

a. Members may bring a limited number of guests corresponding with their membership tier. All guests are held to the same policies, standards, and Code of Conduct. Any misconduct or failure to follow policies/procedures from a guest may result in the restriction of guests or suspension/termination of membership.

4. Governing Law. This Membership Agreement shall be construed and enforced in accordance with the laws of the State of California.

5. Entire Agreement. This agreement constitutes the entire agreement between the AJCC and Member(s) and may be altered or amended only by a written instrument signed by the Member and an authorized AJCC representative.

6. Membership Initiation and Monthly Dues. Membership initiation fee is a one-time fee provided that the membership status does not change or lapse. **INITIATION FEES ARE NON-REFUNDABLE.** The monthly dues are payable on the 2nd day of each month. Failure to pay Dues on time may result in a late fee. The AJCC reserves the right to increase dues from time to time on no less than 30-day advance written notice to the Member.

7. Cancellation Upon Relocation. If Member moves further than 25 miles from the AJCC and is unable to transfer his/her membership to a comparable facility, Member shall be relieved from the obligation of making payment for services other than those received prior to the move, and if Member has prepaid any sum for services, so much of such sum as is allocable to services he or she has not taken will be refunded. Member may be charged a cancellation fee in the amount of $100.00, or if more than ½ the term of the agreement has expired, Member may be charged a $50.00 cancellation fee.

8. Cancellation Upon Death Or Disability. If because of death or disability, the member is unable to receive all services for which the member has contracted, the member and his/her estate shall be relieved from the obligation of making payment for services other than those received prior to death or the onset of disability, and that if the 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 to the member or the member's personal representative upon request. "Disability" means a condition that precludes the member from physically using the facilities and the condition is verified by a physician.

9. Physical Condition/No Medical Advice. All Members individually represent that he/she has no known medical condition or impairment that might prevent Member from his/her intended use of the AJCC's facilities and services. Member acknowledges that AJCC did not provide Member with any medical advice at any time relating to Member's physical condition and Member's ability to use the AJCC's facilities and services. If Member has any medical concerns, those concerns should be discussed with Member's personal physician before Member uses AJCC's facilities and services.

10. Membership Classification. Membership classifications shall be defined as follows for purposes of this Agreement:

a.Single Memberships are issued to one individual. This individual may be a minor, provided that a parent or legal guardian executes this Membership Agreement on his or her behalf and agrees to be financially responsible for all sums due hereunder.

b. Couple or Parent/Child includes two individuals who reside together in the same household; must provide objective evidence of proof of residency that is satisfactory to the AJCC.

c.Family Memberships are two adults living at the same address (proof required) and unmarried children under 24 years of age.

d.Senior Memberships are only valid for those who are 65 years of age or older (proof required).

e.Teen Memberships are only valid for those 13-17 years of age (proof required).

f.Community Membership includes access to events and programs at a discounted rate; excludes access to fitness & aquatics.

11. Membership Facilities and Services. The AJCC reserves the right to change or modify facilities and/or services from time to time, in its discretion. The AJCC may temporarily take facilities and/or equipment out of operation for reasonable repairs, modifications, substitutions, or improvements.

12. Incidentals. The AJCC reserves the right to charge fees for: ID badges, lockers, guests, childcare, swim lessons, personal training, special activities, changes in membership status, returned checks, late fees, etc. The AJCC may change fees at any time. No-show penalty fees will apply for no-show reservation/late notice.

13. Statutory Cancellation Rights. If the cost of your membership, including initiation fees or initial membership fees, is between $1,500 and $2,000, then you have the right to cancel this membership agreement within 20 days after the agreement is executed. If the cost of your membership, including initiation fees or initial membership fees, is between $2,001 and $2,500, then you have the right to cancel this membership agreement within 30 days after the agreement is executed. If the cost of your membership, including initiation fees or initial membership fees, exceeds $2,501, then you have the right to cancel this membership agreement within 45 days after the agreement is executed.

4. Change of Address. Members shall give written notice to the AJCC of changes in address or other contact information.

15. Delinquent Accounts. There will be a $25 charge for each failed or returned payment. Delinquent accounts will be contacted by Daxko Revenue Recovery Services. A Member Specialist may be contacted directly to resolve a decline: please contact 1 (877) 853 - 6357. Member agrees to pay reasonable attorneys' and collection fees and costs, in addition to damages, incurred by the AJCC in any action to collect unpaid dues or charges.

16. Changes in Membership Status. If a Member desires to change the status of his or her membership, the Member shall forward written notice of the request to the AJCC setting forth the desired change. The AJCC reserves the right to charge a reasonable administrative fee to process such requested change in the membership status. If a Member reduces the level of the membership (i.e., from a Couple to a Single Membership), there shall be no refund of the initiation fee paid, but the monthly dues shall be adjusted accordingly from and after receipt of notice to change. If a Member desires to increase the level of the membership (i.e., from a Single or Couple Membership to a Family Membership), the Member shall be required to pay an upgrade fee.

17. Expulsion of Member. The AJCC reserves the right to terminate any Member's membership for the following reasons: 1) A violation of any of the AJCC rules, as the same may be in effect from time to time, or 2) Conduct which in the sole discretion of the AJCC's management is detrimental to the welfare, health, and safety of the AJCC's Members or staff or the AJCC's reputation, goodwill or character. In the event of such termination, the Member's liability for future monthly dues shall cease; however, the AJCC will not refund any initiation fees or monthly dues previously paid. Member shall remain liable for all unpaid dues and charges incurred prior to the time of termination.

18. Termination of Membership. The AJCC may terminate membership for non-payment of any sums due by Member on 10-days advance written notice to Member, or immediately for any other material breach of this Agreement on notice to Member.

19. Facilities, Services, and Hours of Access. Membership commences when the Membership Agreement is signed and initial payment is made. Membership entitles Members to use the AJCC's facilities and services. The AJCC's facilities include cardiovascular and other exercise equipment, indoor and outdoor exercise and instruction areas, and swimming pools. The AJCC's services include classes in various activities, such as yoga, Pilates, aerobics, swimming, and other physical activities. Regular hours are subject to change without notice. During holidays, the AJCC reserves the right to reduce its hours or close.

20. Video Surveillance. The AJCC reserves the right to conduct video surveillance of all interior and exterior areas of the AJCC's premises.

21. Notice of Photography. AJCC programs and classes may, from time to time, be photographed/videographed for the purpose of advertising, promoting, selling, and otherwise merchandising the AJCC and/or its services. Members may inform photography staff if they would prefer to not have their likeness published on the website, social media channels, or related platforms.

22. Assignment. This Agreement may be assigned by the AJCC in its sole and absolute discretion. Members may not assign any rights they have under this Agreement.

23. Children, Youth, & Families. An AJCC Family Membership is required for the duration of all CYF contracts, including Early Childhood Education and Camp Komaroff. For families enrolled in any CYF programs AJCC Family Membership processing date is the 2nd of the month. AJCC Family Membership is required to receive member pricing. Member pricing is not retroactive.

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.
The undersigned has read and voluntarily signs the Membership Agreement and further Agrees that no oral representations, statements of inducement apart from the foregoing written agreement have been made.

Signature: _____ Date: _____

For Office Use Only: Unit # _____ **Category** _____ **Completed by** _____

Parking Pass # _____ **Date Processed** _____