



101 Wimbledon Court – Powell’s Point, North Carolina 27966 – (252) 491-8626

MEMBERSHIP APPLICATION

Name: _____ Date of Birth: _____

2nd Adult: _____ Date of Birth: _____

Physical Address: _____

Mailing Address: _____

Occupation: _____

Home Phone: _____

How did you first hear of Kilmarlic H&R Club?

Business Phone: _____

Member Referral Advertisement

Drive By Mailing

E-Mail Address: _____

Professional Referral Phone Book

Other (Please Specify) _____

Emergency Contact: _____ Emergency Contact Number: _____

List Dependents who will be included on membership:

M F

1. _____ Age: _____ DOB: _____

2. _____ Age: _____ DOB: _____

3. _____ Age: _____ DOB: _____

4. _____ Age: _____ DOB: _____

-----Credit Card Information-----

Cardholder Name: _____

Cardholder Address: _____

City: _____ State: _____ Zip: _____

Account Number: _____ Exp. Date: _____

Authorized Signature: _____

-----Office Use Only-----

Fee for Initiation _____

Membership # _____

Total Fees Collected _____

Senior: Y N Resident: Y N

Standard

Monthly Dues: _____

Employee of Corporate Sponsor _____

Staff: _____

Member of Association Sponsor _____

Membership Start Date: _____

Paid by: Check CC

RATES SUBJECT TO CHANGE WITH 30-DAY PRIOR NOTICE

Membership Contract

In consideration of the payment recited herein I/we (“member”) contract with Kilmarlic Health & Racquet Club, Inc. (“club”) for the type of membership designated on membership application, which membership shall entitle member to the privileges of Kilmarlic Health & Racquet Club, Inc. hereof, beginning on the date and extending for the time herein after stated. Member shall have all the rights set forth in sections 66-120 and 66-121 of the General Statutes of North Carolina which are printed below.

66 – 120. BUYERS RIGHTS

Every seller of a prepaid entertainment contract must:

- A. Deliver to the buyer all information of a personal or private nature, including but not limited to answers to tests of questionnaires, photographs, evaluation, and background information, within 30 days after request therefore;
- B. Refund to the buyer at least ninety percent (90%) of the pro rata cost of any unused services, within 30 days after request therefore, if:
 - a. The buyer is unable to receive benefits from the seller’s services by reason of death or disability; or
 - b. The buyer relocated more than eight miles from his present location, and more than 30 miles from the seller’s facility and any substantially similar facility that will accept the seller’s obligation under the contract and this Article; or
 - c. The seller relocated his facility more than eight miles from its present location, or the services provided by the seller are materially impaired.
- C. Refund to the buyer the pro rata cost of any unused services under all contracts between the parties, within 30 days after the request thereof, if the aggregate price of all contracts in force between the parties exceeds one thousand five hundred dollars (\$1,500). Provided, if the contract so provides, the seller may retain a cancellation fee of not more than 25 percent (25%) of the pro rata cost of unused services on all contracts, not to exceed five hundred dollars (\$500.00). (1979, c. 833, s. 1.)

66- 121. BUYER’S RIGHT TO CANCEL

- A. In addition to any right otherwise to revoke an offer or cancel a sale or contract, the buyer has the right to cancel a prepaid entertainment contract sale until midnight of the third business day after the buyer signs a contract.
- B. Cancellation occurs when the buyer gives written notice of cancellation to the seller at the above address.
- C. Notice of cancellation, if given by mail, is given when it is deposited in the US Mail properly addressed and postage prepaid.
- D. Notice of cancellation need take a particular form and is sufficient if it indicates by any form of written expression intention of the buyer not to be bound by the contract.

WAIVER OF LIABILITY CLAUSE

I certify that I am in good health and that I have no impairments to my health of physical being that would prevent me from participating in fitness and other forms of sport related training. I fully understand and agree that in participating in one or more programs or in using the facilities of Kilmarlic Health & Racquet Club, Inc. there is the possibility of accidental or other physical injury.

Waiver – In consideration of being granted the privilege of membership, the undersigned member acknowledges that any person using club facilities and /or equipment by reason of this membership does so at his or her own risk and waives the right to assert any claim or suit filed against Kilmarlic Health & Racquet Club, Inc. and any person associated with the ownership or operation thereof on account of personal injury or property damage. The undersigned member further agrees to hold Kilmarlic Health & Racquet Club, Inc. harmless from, and to indemnify Kilmarlic Health & Racquet Club, Inc. against any loss or damage Kilmarlic Health & Racquet Club, Inc. shall incur from any claim asserted or suit filed by or on behalf of any person using Kilmarlic Health & Racquet Club, Inc. facilities and /or equipment under this membership, or with the permission of, or at the invitation of member, on account of personal injury or property damage. This indemnity agreement shall also incur to the benefit of any person associated with the ownership or operation of Kilmarlic Health & Racquet Club, Inc.

Member (Print Name)

Member Signature / Date

Member (Print Name)

Member Signature / Date