

# Sept 2010 thru Aug 2011 Membership

- NEW!
- Renewal



998 Briarcrest Drive • Hershey, PA 17033  
(717) 533-5995

[www.HersheyRacquetClub.com](http://www.HersheyRacquetClub.com)

ADULT **\$180** if PAID AFTER September 1<sup>st</sup>

ADULT **\$165** *Pay -BY- Sept 1<sup>ST</sup>*

JUNIOR (Age 8-18) & College **\$50** thru August 2011

PEE-WEE (Age 7 & Under) **\$35** thru August 2011

NAME \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_ Home Phone # \_\_\_\_\_

CELL PHONE # \_\_\_\_\_ Work Phone # \_\_\_\_\_

*E-MAIL Address* \_\_\_\_\_ @ \_\_\_\_\_ . \_\_\_\_\_

## STATEMENT OF RISK AND LIABILITY for HERSHEY RACQUET CLUB (HRC)

Member rights are subject to Rules and Policies promulgated by HRC from time to time and posted at [www.hersheyracquetclub.com](http://www.hersheyracquetclub.com) on the premises. Violation of one or more rules or policies may, at the option of HRC result in Cancellation of Member's privileges.

Member acknowledges that HRC has made no claims concerning results or consequences of the use of the facility, or equipment, and has made no medical diagnosis, has promised no medical treatment, and has made no representations or warranties, concerning any direct or consequential results that may be anticipated, or that occur, by reason of the use of facilities or equipment.

Member represents that he/she is in good physical health and has appropriate medical insurance in the event that medical attention is required as HRC Does Not Carry Primary Medical Payment Coverage.

In consideration for my membership, I represent affirm and promise to HRC that:

I understand that participating in activities involves risks of injury or other harm to me. I am assuming all such risks knowingly and voluntarily, including but not limited to those risks associated with my own physical condition. The use of the facility and equipment are undertaken at my sole discretion and risk. I will not hold HRC and its employees and agents responsible for any injury or harm to me that results my participation, unless they cause the injury or harm intentionally or by their gross negligence.

HRC MAKES NO WARRANTIES EXPRESSED OR IMPLIED; MEMBER'S SOLE EXCLUSIVE REMEDY IN THE EVENT OF BREACH SHALL BE CANCELLATION OF THIS AGREEMENT.

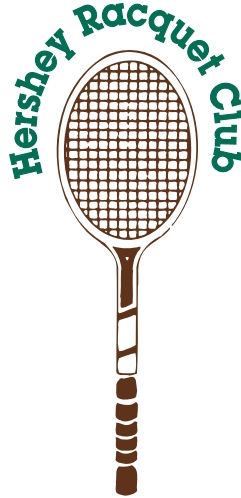
I HAVE READ AND UNDERSTAND ALL OF THE ABOVE AND AFFIRM UNDER PENALTIES OR PERJURY THAT ALL INFORMATION GIVEN AS SET FORTH ABOVE IS COMPLETE, CORRECT AND TRUE.

Member Signature \_\_\_\_\_ Date \_\_\_\_-\_\_\_\_-\_\_\_\_



**Welcome to the HERSHEY RACQUET CLUB,**  
This document is required Compliance per the Health Club Act of 1989.  
**Sign Other Side -& Return with**

## Tennis (Membership) Contract



998 Briarcrest Drive    Hershey, Pa.    717-533-5995

### BUYER'S RIGHT TO CANCEL

If you wish to cancel this contract, you may cancel by delivering or Mailing by certified mail, return receipt requested, written notice to this health club. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed before 12 midnight of the third business day after you sign, and receive a copy of this contract. The notice must be delivered or mailed to HERSHEY RACQUET CLUB 998 Briarcrest Drive, Hershey, PA 17033. In some cases you may also cancel this contract if you signed it before the health club facility was completed, if the club moves or goes out of business, if you become permanently disabled or if you move from the area. If you cancel, the health club may be entitled to a certain Portion of the contract price. If the health club goes out of business or refuses to give you a refund, there may be a bond or letter of credit under which you are entitled to collect. For details, read your contract carefully. Enforcement of the Health Club Act is by the Attorney General of the Commonwealth of Pennsylvania or the district attorney of the county which the health club is located. You may also bring a private cause of action. If your rights are violated, you may contact the State Bureau of Consumer Protection or your local district attorney.

### NOTICE

Any Holder of this contract or note is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

The following provisions shall apply to the individual or individuals who signed the last page of this agreement ("Buyer"):

1. The Buyer may cancel this contract without penalty within three (3) business days of the date that Buyer signs this contract and receives a fully completed copy thereof. Upon receipt of notice of cancellation under this provision, all monies paid to the Club by the Buyer shall be refunded, including any initiation fee.
2. If the Club facility closes temporarily for thirty (30) days or less, the Buyer shall receive an extension of the membership term equal to the period during which the facility is closed.
3. The Buyer may cancel the contract if the Club facility closes for more than thirty (30) days and the Club fails to provide a comparable facility within ten (10) miles of the Club location. Upon receipt of notice of cancellation under this paragraph, the Club shall refund to the Buyer all monies paid in excess of an amount computed by dividing the full contract price, including any initiation fee, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term.
4. If the Buyer sustains a disability which precludes the Buyer from using one-third or more of the Club facilities for a period of less than six (6) months and the disability is verified by a physician, the Buyer can extend the membership term of the contract at no additional cost for a period of time equal to the duration of the disability.
5. If the Buyer dies or becomes permanently disabled, the Buyer or his legal representative may cancel the contract. A permanent disability shall mean a condition which precludes the Buyer from using one-third or more of the facilities for six (6) months or more and the condition is verified by a physician. Upon receipt of notice of cancellation under this paragraph, the Club shall Refund to the Buyer all monies paid in excess of an amount computed by dividing the full contract price, including any inflation fee, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term, less a predetermined fee not exceeding \$100.00, or, if more than half the life of the contract has expired, a predetermined fee not exceeding \$50.00. In the case of permanent disability, the Club may require the Buyer to submit to a physical examination by a physician agreeable to the Buyer and the Club. The additional cost of such an examination shall be borne by the Club.
6. If the Buyer moves more than twenty-five (25) additional miles from the Club and is unable to transfer the contract to a comparable facility located within five (5) miles of the new residence the Buyer may cancel the contract. Upon receipt of notice of cancellation under this paragraph, the Club shall refund to the Buyer all monies paid in excess of an amount computed as of the date of relocation by dividing the full contract price, including any initiation

fee, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term, less a predetermined fee not exceeding \$100.00, or, if more than half the life of the contract has expired, a predetermined fee not exceeding \$50.00.

7. Any cancellation notice by the Buyer pursuant to any of the paragraphs above shall be made in writing and sent by certified mail return receipt requested, or made by personal delivery to the address specified in this contract. All money to be refunded upon cancellation of this contract shall be paid within forty (40) days of receipt of such notice, and any credit, lien or automatic funds transfer agreement, any negotiable instrument or credit or lien agreement shall be returned or cancelled within forty (40) days of cancellation.
8. Until the Club has provided the Buyer with a signed copy of this agreement, the Buyer may cancel the contract at any time.
9. Under this contract, no further payments shall be due to anyone, including any purchaser of any note associated with or contained in this contract, in the event the health club at which the contract is entered into ceases operation and fails to offer a comparable alternate location within ten (10) miles.
10. The term of this contract may not exceed twelve (12) months.
11. This contract complies with all provisions of the "Health Club Act" 73 P.S. §2161.
12. Buyer agrees and acknowledges that the Club has and may modify such operational rules and regulations as the Club may deem appropriate. A copy of such rules and regulations has been provided to the Buyer, the Buyer has read such rules and regulations and agrees to abide by the same.
13. The Fulton Bank has supplied a letter of credit in the amount of \$50,000 for the purpose of providing buyer refunds pursuant to 73 P.S. §2161 et seq, the "Health Club Act". Any buyer seeking a refund under this letter of credit shall notify the Fulton Bank in writing at Penn Square, Lancaster, PA 17603 and shall notify Hershey Racquet Club at 998 Briarcrest Drive, Hershey, PA 17033 stating the nature and the amount of the claim, and providing the buyer's name and address. Buyer shall be notified within thirty (30) days after receipt of notice by both the Fulton Bank and Hershey Racquet Club regarding payment of the refund or the reasons why payment will not be made.
14. The Buyer has read and understands all of the provisions of this agreement, and has voluntarily entered into this agreement on the date written beside the signature below.

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Name

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Date