

MSTAF Membership Application Form

1818 Clear Lake Ave. Milpitas, CA 95035 (408) 942-8889

info@msta-swim.com / mstafcenter@gmail.com / www.msta-swim.com

Membership to the Milpitas Star Aquatics & Fitness Center ("MSTAF") entitles members to use designated areas of the facility at designated times specified by the *Milpitas Star Aquatics & Fitness Center Schedule* at its sole discretion. No unauthorized coaching/training is allowed in the pool/gym area.

User MUST PROVIDE A GOVERNMENT ISSUED ID or Driver's License upon registration & ON EACH VISIT to the facility.

Referred by _____ Mem # _____ Address _____

Adult Information (*Only 2 adults ALLOWED on an account*)

*Address	*City, State, Zip
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1) First Name	Middle Name	*Last Name	Date Of Birth:
Phone Nos.		*Email	
2) First Name	Middle Name	*Last Name	Date Of Birth:
Phone Nos.		*Email	

Additional Membership - Child's Information (Aged 14 to 18)

1) First / Last Name:	Date Of Birth:
2) First / Last Name:	Date Of Birth:
3) First / Last Name:	Date Of Birth:
4) First / Last Name:	Date Of Birth:

Plan Information

<input type="checkbox"/> Monthly	<input type="checkbox"/> 3-Months	<input type="checkbox"/> 6-Months	<input type="checkbox"/> 1-Year Package
<input type="checkbox"/> Gold (Gym)	<input type="checkbox"/> Aqua Gold (Gym & Pool)		

Current \$ _____ + Last \$ _____ + Reg Fee \$ _____ + Annual Maint. \$ _____ = Total Payment \$ _____

*Front Desk Personnel _____

Membership ID # _____

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Emergency Information

Name :	Phone Nos.:
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All Milpitas Star Aquatics & Fitness lifeguards are American Red Cross First Aid/CPR/AED certified.

In case of a medical emergency, I authorize Milpitas Star Aquatics & Fitness to provide medical care to myself or to my child, and to call 911 for emergency personnel to transport myself or my child to the nearest medical center and for medical professionals to provide medical treatment to myself or my child. I assume full responsibility of all costs incurred from any transportation and medical treatment received by myself or my child.

*Adult Signature	Date:
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Credit Card Information (*REQUIRED*)

*Card Holder Full Name		
* Visa / MasterCard / Discover	*Credit Card Number	*Expiration Date

PAYMENT SCHEDULE AND TERM:

Pay Month to Month

I promise to pay each month \$_____. I promise to pay a Maintenance Fee of \$39.99 of the first day of membership. Cancellations must be submitted in person. See more details under CANCELLATION below. The EFT transfer will be processed the first week of the month. Late payments are subject to a \$25.00 fee.

Pay in full for Devotion Plan.

I promise to pay the full amount of \$_____. I understand that my membership is nontransferable or nonrefundable. I promise to pay an Annual Maintenance Fee of \$39.99 of the first day of membership. If I choose to cancel my membership before that date, I will be charged a \$200.00 fee.

I certify that all the information provided herein is true and correct and have read, understand and agree to all the Membership Terms and Conditions attached to this Application.

No monthly membership refunds. Replacement of Key Card \$5 fees applied.

*Adult Signature	Date:
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How did you hear about MSTF?

<input type="checkbox"/> Internet	<input type="checkbox"/> Adv / Banner	<input type="checkbox"/> Referral	<input type="checkbox"/> Yelp / Facebook	<input type="checkbox"/> Other:
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Membership Terms and Conditions

The undersigned on behalf of himself/herself and on all other members listed in his/her application, whether an adult or child, hereby agrees to all of the following terms and conditions of membership with the Milpitas Star Aquatics & Fitness Center (MSTAF):

- 1. Use of Facilities Subject to MSTAF discretion.** Membership to the MSTAF entitles members to use MSTAF facilities as designated by MSTAF as to what parts of its facilities may be used and as to when said parts of the facilities may be used. MSTAF shall provide members with this information in the *Milpitas Star Aquatics & Fitness Center Schedule* which is subject to change at any time at MSTAF's sole discretion and without prior notice to members.
- 2. Age Restrictions.** Children under the age of 18 years old are not permitted to use the pools without being accompanied by an adult member that is at least 18 years old. Children under the age of 14 years old are not permitted to use the gym. Children between the ages of 14 years old and 18 years old must be accompanied by an adult member that is at least 18 years old.
- 3. Initial Membership Fee Payment.** Upon enrollment, member agrees to pay MSTAF the monthly membership fees for the current month and last month of member's intended membership term.
- 4. Maintenance Fee.** All members agree to pay MSTAF an Annual Maintenance Fee of \$39.99 within the first days of membership. It will be automatically charged on the 1st with their monthly fees.
- 5. Account Type and Address.** All members on an account must have the same type of membership and reside at the same address.
- 6. Account Members.** Each membership account shall have a maximum of two (2) adult members with a maximum of six (6) members per account.
- 7. Schedule of Use.** All members agree to use MSTAF facilities in accordance with the *Milpitas Star Aquatics & Fitness Center Schedule* which is subject to change at any time at MSTAF's sole discretion and without prior notice to members.
- 8. Pool Use.** Only members who have Aqua-Gold level accounts shall have access to MSTAF's pools. Members agree that any member who violates this policy shall pay a \$200.00 use charge per instance of violation to MSTAF and agrees that the member's membership may be immediately thereafter be terminated by MSTAF.
- 9. Automatic Charges.** Monthly membership dues will be charged automatically on the 1st of each month to the credit card on file and provided to MSTAF. Member agrees to update MSTAF with any changes to the credit card on file, such as due to expiration and changes in credit card used by Member.
- 10. AUTHORITY TO MAKE RECURRING CHARGES.** I hereby authorize MSTAF to charge the credit card, specified in my application, on a monthly basis for fees associated with membership to MSTAF, including, if necessary, adjustments for any changes to my account. I agree that the periodic charge will be applied to my credit card according to MSTAF's account billing cycle, and in order to cancel the recurring billing process, I am required to comply with the MSTAF's Withdrawals/Cancellations procedures provided below. I certify that I am an authorized user of the credit card and will not dispute these scheduled transactions with my credit card company; so long as the transactions correspond to the terms indicated in this authorization form. I understand that MSTAF will not mail me any invoices or bills. I agree that if I have any problems or questions regarding my account or any services provided by MSTAF, I will contact MSTAF for assistance. I also agree that I will not dispute any charges with my credit card company without first making a good faith effort to remedy the situation directly with MSTAF. I guarantee and warrant that I am the legal cardholder for this credit card and that I am legally authorized to enter into this recurring credit card billing agreement with MSTAF.

Signature

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11. **Account Hold.** Members may request a hold on their membership accounts for a maximum of 3 months in any calendar year for charge of \$5.00 per the number of people on the account. During the hold period, members shall no longer have any access to MSTAF's facilities. Upon completion of the requested hold period, MSTAF will resume automatic charges to the authorized credit card for the member's account and member may access MSTAF's facilities as allowed pursuant to member's account.

12. **Medical Leave.** Members shall provide MSTAF written request accompanied by a doctor's note within a month of any illness that may affect the members' attendance.

13. **Charges for Changes to Membership Account.** Members agree to pay a \$5.00 per person charge to remove a member from your account. Members agree to pay a \$5.00 per person charge to change the level of members' account.

14. **Terms Subject to Change.** All fees, hours and terms of membership are subject to change at MSTAF's sole discretion at any time and without notice to members.

15. **Member Cancellation.** Members may cancel this agreement subject to the following terms:

a. All cancellations of membership shall be made by provided MSTAF through a completed and signed Membership Cancellation Form (provided by MSTAF) either personally in person to the MSTAF front desk staff or by certified or registered mail to MSTAF at the following address: Milpitas Star Aquatics & Fitness, 1818 Clear Lake Ave, Milpitas, CA 95035. MSTAF. Failure to submit the form as stated above shall not be considered a request to cancel membership with MSTAF.

b. Members, who have paid the last month's membership fee upon enrolling with MSTAF, must have their Membership Cancellation Form received by MSTAF on or before the 25th day of the current month so that the cancellation will be effective at the end of the following month. All membership fees paid for the current month are non-refundable and deemed earned. Initial enrollment fees will not be refunded. Any additional funds paid by members that are greater than the following month's membership fees shall be refunded to member.

c. **YOUR 5-DAY CANCELLATION RIGHT:** You, the buyer, may cancel this agreement any time prior to midnight of the fifth business day from signature date of this agreement with MSTAF, 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 MSTAF Milpitas, 1818 Clear Lake Ave, Milpitas, CA 95035 ATTN: Studio Manager. Upon such cancellation, you may receive a refund of all monies paid under the contract, except that MSTAF shall be entitled to retain an amount computed by dividing the number of occasions the MSTAF was used into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract or, if appropriate, by the number of occasions that the health studio services have been rendered. Any refund due shall be issued within 10 days after the receipt of the notice of cancellation made within the five-day provision.

16. **Proration.** Fees will be prorated by month: if you hold membership for a single day in a given month, fees for the entire month will be applied.

17. **MEDIA RELEASE.** Members authorize MSTAF to use photos or videos taken of themselves or their family members, and to allow MSTAF to identify them therein, for the purposes of promoting MSTAF, including, but not limited to, MSTAF's website, MSTAF's newsletter, local newspapers and television advertisements.

18. **MSTAF Termination.** MSTAF may terminate any membership without cause and for any reason without prior notice to any member.

I have read and fully understand all the terms and conditions provided above and hereby certify and agree to abide by the above terms and conditions with regard to my membership and membership of all persons listed in membership account with MSTAF.

*Adult Signature	Date:
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WAIVER AND RELEASE OF LIABILITY

PLEASE READ THIS WAIVER AND RELEASE OF LIABILITY (“RELEASE”) CAREFULLY BEFORE YOU SIGN IT. BY SIGNING THIS RELEASE YOU WILL BE WAIVING LEGAL RIGHTS.

1. DEFINITIONS.

- a. “MSTAF” shall mean Milpitas Star Aquatics Group, a California corporation, and doing business as Milpitas Star Aquatics & Fitness.
- b. “Facilities” shall mean the swimming facilities located at 1818 Clear Lake Ave, Milpitas, CA 95035 which are operated by MSA.
- c. “Services” shall mean all the services offered by MSTAF at the Facilities, including, but not limited to, public use of the Facilities, swim lessons at the Facilities, and any other related activities at Facilities.

2. ACKNOWLEDGEMENT OF RISK: I, ON MY BEHALF, AND/OR ON BEHALF OF THE MINOR CHILDREN IDENTIFIED IN THIS APPLICATION (THE “MINOR(S)”), ACKNOWLEDGE THAT I AM AWARE OF THE INHERENT RISKS IN USING THE FACILITIES AND IN PARTICIPATING IN THE SERVICES OFFERED BY MSA. I UNDERSTAND THAT IN ADDITION TO THE INHERENT RISKS, THERE ARE UNPREDICTABLE DANGERS IN THE USE OF THE FACILITIES OR WITH PARTICIPATING IN THE SERVICES. I, AND/OR THE MINORS, ARE VOLUNTARILY USING THE FACILITIES PARTICIPATING IN THE SERVICES WITH KNOWLEDGE OF THE POSSIBLE DANGERS INVOLVED AND I HEREBY AGREE TO ASSUME ANY AND ALL RISKS OF INJURY TO ME AND/OR THE MINOR(S) AND RISKS OF PROPERTY DAMAGE AND I AGREE TO ASSUME MY OWN AND/OR MY MINOR(S)’ MEDICAL EXPENSES OF EVERY KIND IN THE EVENT OF INJURY TO THE MAXIMUM EXTENT PERMITTED BY LAW IN ANY APPLICABLE JURISDICTION. I CERTIFY THAT THE MINOR(S) HAVE MY PERMISSION TO USE THE FACILITIES AND PARTICIPATE IN THE SERVICES, IS/ARE IN GOOD PHYSICAL CONDITION AND THAT THE MSTAF OFFICIALS HAVE MY PERMISSION TO AUTHORIZE EMERGENCY TREATMENT IF NECESSARY.

3. WAIVER AND RELEASE. As consideration for being permitted by MSTAF to use the Facilities and Participate in the Services, I hereby agree that neither I nor the Minor(s) or any of our respective assignees, heirs, distributees, guardians, or legal representatives will make a claim against, sue, or attach the property of MSTAF or any of its partners, members, affiliates, directors, officers, representatives, employees, contractors or agents (collectively, the “Releasees”) for any liability, injury, loss or damage connected in any way with the use of the Facilities or participation in Services. I hereby release and hold harmless each of the Releasees from all actions, claims, or demands that I or the Minor(s) or any of our respective assignees, heirs, distributees, guardians, or legal representatives now have or may hereafter have for any liability, injury, loss or damage resulting from use of the Facilities or participation in Services.

4. INDEMNIFICATION. I agree to indemnify the Releasees, and each of them, from any and all losses, liabilities, claims, demands, damages or judgments resulting from my and the Minor(s)’ use of the Facilities or participation in Services.

5. PUBLICITY. I authorize MSTAF to photograph, video tape or use any other mechanical means of recording or reproducing images and to use my likeness and, if applicable, the likeness of the Minor(s). I also acknowledge and hereby grant to MSTAF the worldwide and perpetual right and authority to use, reproduce, distribute, broadcast or otherwise transmit, publish and display in whole or in part, my name, photograph, or any other likeness and/or biographical information I may provide and, if applicable, the Minor(s) name, photograph or other likeness or other biographical information provided, and any statement I have made or may make concerning MSA, the Facilities and/or Services in any and all media now known or hereafter invented, in perpetuity, for the purpose of trade, promotion and/or otherwise without notification, compensation or additional consideration, except where prohibited by law. I acknowledge and agree that this authorization is intended to satisfy any and all of the consent requirements of California Civil Code sections 3344 and 3344.1, and I hereby waive and release any and all claims that I may have or hereafter have against the Releasees under those statutes or any other statutes or common law principles of similar effect.

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6. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

BEING AWARE OF SAID CODE SECTION, I HEREBY EXPRESSLY WAIVE ANY RIGHTS I MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

Signature: _____

7. **APPLICABLE LAW; CONSENT TO JURISDICTION.** I agree that exclusive jurisdiction for any dispute with the Releasees resides in the courts of the State of California and I further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of California in connection with any dispute including any claim involving the Releasees.

8. **SEVERABILITY.** I further expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any provision of this Agreement shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

9. **ATTORNEY'S FEES.** I agree that if I commence, join in, or in any way seek relief through any action or proceeding arising out of, based upon, or relating to any of the claims released hereunder, or in any way assert against the Releasees any of the claims released hereunder, then I will pay to the Releasees, in addition to any other damages caused to the Releasees thereby, all attorneys' fees incurred by the Releasees in defending or otherwise responding to said action, proceeding, and/or claims.

10. **INTEGRATION.** This Release represents the entire agreement between the parties, and supersedes and replaces all prior oral or written understandings with regard to the subject matter of this Release. No provision of this Release may be waived or amended except by a written instrument executed by the party to be charged. All terms used in this Release and not defined are used in accordance with their normal meanings.

I UNDERSTAND THAT BY SIGNING THIS RELEASE, I AM GIVING UP MY LEGAL RIGHT TO SUE THE RELEASEES AND/OR TO SEEK COMPENSATION FROM THE RELEASEES FOR ANY INJURIES AND/OR DAMAGES THAT I MAY INCUR AS A RESULT OF THE ACTIVE OR PASSIVE NEGLIGENCE OF THE RELEASEES WITH REGARD TO MY USE OF THE FACILITIES, PARTICIPATION IN THE SERVICES, AND/OR ANY RISKS ASSUMED BY ME HEREUNDER.

*Adult Name	*Adult Signature	*Date
*Adult Name	*Adult Signature	*Date