

n a n t u c k e t

## **Winter Membership Application October 13, 2020 – May 7, 2021**

- ✓ **APPLICATIONS MUST BE COMPLETED IN FULL TO RESERVE YOUR SPOT.**
- ✓ **WE WILL NOT ACCEPT PHONE CALLS OR EMAILS TO RESERVE A SPOT.**
- ✓ **APPLICATIONS TAKE 2 BUSINESS DAYS TO BE PROCESSED. YOU WILL RECEIVE A CONFIRMATION EMAIL ONCE ACCEPTED.**

**10 Westmoor Lane  
Nantucket, MA 02554**

**508-325-7155**

**[laurie.cowden@thewestmoorclub.com](mailto:laurie.cowden@thewestmoorclub.com)**

## Highlighted Terms and Conditions

### 1. Attire

- a. Masks are always required to be worn and must remain on during any activities on the fitness floor including while utilizing cardio equipment, Pelotons, and weights. Classes offered indoors will require a mask.
- b. All-white attire is required on the squash courts. No black-soled sneakers.
- c. Bared midriffs are not allowed.
- d. All baseball hats must be worn bills forward.
- e. Men's singlets are not allowed.

### 2. Cell Phones

- a. Speaking on cell phones is not allowed on the Westmoor property, except outdoors on the soccer field or in your vehicle

### 3. Scan Cards

- a. To utilize the Wellness Center, members must use their membership card and scan in at the Concierge Desk prior to entering.

### 4. Reservations

- a. **Reservations are required this season for fitness floor usage and classes** due to limited capacity based on state guidelines.
- b. You must sign up for the 1-hour fitness floor block or class in advance through the website or app.

### 5. Locker Rooms

- a. Locker rooms including showers, steam, sauna, and hot tub will remain **closed** until Phase IV per Massachusetts state guidelines.

### 6. Parking

- a. All vehicles shall be parked only on the shell lots, **never** on the grass.
- b. No vehicle shall be parked by the loading dock behind the Wellness Center.

### 7. Cancellation Policy

- a. For personal training appointments and spa treatments, the Club will charge the full price to those who reserve, but do not attend or cancel within 24 hours. If you cancel within 24 hours and reschedule during that time period, you will not be charged for the original cancellation.
- b. There is a "No Show" fee of \$25 for those that do not arrive for their fitness floor or class reservation.

### 8. Fitness Equipment

- a. For sanitation purposes, please wipe your fitness equipment after every use. This includes: All cardio and weight machines, free weights, Pilates balls and foam rollers. You must bring your own mat, fitness towel, and water bottle.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Terms and Conditions of Application and Membership

1. The Winter Membership of the Club for the 2020/21 season commences October 13, 2020 and ends on May 7, 2021. The dues, fees and charges will be set prior to each membership year. This is a seasonal membership only.
2. Winter Memberships are offered to individuals. Payment must be made in full upfront.
3. There is a “No Show” fee of \$25 for those that do not arrive for their fitness floor or class reservation.
4. Reservations are required this season for fitness floor usage and classes due to limited capacity based on state guidelines.
5. Locker rooms including showers, steam, sauna, and hot tub will remain **closed** until Phase IV per Massachusetts state guidelines.
6. You must sign up for the 1-hour fitness floor block or class in advance through the website or app.
7. With acceptance, each Member must provide the Club with the number of a major credit card or ACH Debit account number issued to the Member and, by signing this application, hereby authorizes the Club to charge that credit card. Every month, any additional charges or purchases will be charged automatically to the credit card on file. The Club may also suspend and/or terminate the membership of any Winter Member if the Club’s attempt to charge to the Member’s credit card is rejected. **Any account with an amount due at the month’s end which is not cleared in 5 days will be charged a \$15 penalty fee and have their account suspended until paid in full.**
8. Every Member will be assigned a membership number to charge lessons, services and retail items to their account. Cash and checks are not accepted for charges and purchases. You must sign in when entering the Wellness Center, using this membership number.
9. A resigned Winter Member must continue to pay all dues and other amounts required of Members through the end of the membership year in which the Club received notice of the Member’s resignation. There will be no refund of dues. **Winter Memberships are non-transferable.**
10. The Club facilities for Winter Members consist of the Fitness Center, Classes, and Squash Courts. Winter Members are not permitted to use any other facilities of The Westmoor Club.
11. There is NO fee charged for exercise classes during the winter season. Signups through the website are required to ensure your place in class.
12. For personal training appointments and spa treatments, the Club will charge the full price to those who reserve, but do not attend or cancel within 24 hours. If you cancel within 24 hours and reschedule during that time period, you will not be charged for the original cancellation.
13. **Guests may not use the club.**
14. Members are expected to conduct themselves in a respectful, honorable, and courteous manner. Any Member whose behavior is improper or likely to endanger the safety, harmony, or good reputation of the Club, its Members, or its staff may be reprimanded, fined, suspended, or expelled from the Club at the discretion of the Club Management
15. Members shall treat the staff with the same level of respect which Members expect from the staff. Members of the Club shall not reprimand employees. Any member who disrespects this policy may face disciplinary action, up to and including termination of membership.
16. Proper athletic attire/work-out clothes and shoes must be worn in the Fitness Center. ***Ladies’ clothing must cover torso; gentlemen’s shirts must be sleeved, and baseball hats worn forward.*** All-white attire is required on the squash courts, including warm up pants. Squash attire may include accents of color, stripes and piping up to, but not exceeding 10%. No solid colors are permitted.
17. Black soled shoes are not permitted on the squash courts. Protective eyewear is recommended, and white soled shoes only are required in the squash courts. A member will be requested to leave the squash court if not wearing the appropriate attire, eyewear and shoes. Any member who disrespects this policy may face disciplinary action, up to and including termination of membership.
18. **Masks are always required to be worn and must remain on during any activities on the fitness floor including while utilizing cardio equipment, Pelotons, and weights. Classes offered indoors will require a mask.**

19. Cell phones may be used discreetly around the Club. Acceptable usage includes typing and messaging on personal devices. **Speaking on cell phones is not allowed on the Westmoor property, except outdoors on the soccer field or in your vehicle.**
20. No Member shall take or borrow any article belonging to the Club. Members are liable for property damaged or destroyed by themselves. The Club is not responsible for the loss or damage of property of Members.
21. Smoking is not permitted anywhere on Club grounds.
22. Pets, excluding service animals, are not permitted anywhere on the Club grounds.
23. Children and pets are not to be left unattended in parked cars under any circumstances for any length of time. Violation of this may result in immediate termination of membership.
24. Hours of operation during the winter season are subject to change without notice.
25. All Members are required to sign the Fitness Center Waiver and Release prior to utilizing the facility.
26. All services and wellness packages are to be used before the expiration of the Winter Membership.
27. The Wellness Center schedule may change due to Holidays and/or weather. The change in schedule will be communicated to Members.
28. **Parking: all vehicles shall be parked only on the shell lots, never on the grass. No vehicle shall be parked by the loading dock behind the Wellness Center.**

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms.

Name: \_\_\_\_\_

**Signature:** \_\_\_\_\_

Date: \_\_\_\_\_



THE WESTMOOR CLUB  
nantucket

## 2020/21 Winter Membership Application

Request is hereby made by the undersigned applicant for winter membership in The Westmoor Club ("Club"). The undersigned has read and understands the Terms and Conditions of Application and Membership.

APPLICANT:

\_\_\_\_\_  
LAST

\_\_\_\_\_  
FIRST

\_\_\_\_\_  
MIDDLE

Mailing Address:  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Valid E-mail Address\*: \_\_\_\_\_

*\*Email address required*

If you have specific questions, please email [Jennifer.lak@thewestmoorclub.com](mailto:Jennifer.lak@thewestmoorclub.com). Your membership allows you to sign up for a one-hour time slot on the fitness floor and as many classes during your membership active hours. Spaces are not guaranteed and provided on a first come, first served basis.

Membership Type	Hours Available	Classes per Day	Cost
<b>Premier Morning</b>	6:00am-10:45am M-F	3-4 M-F	\$1,950 (includes Virtual)
	8:30am-11:00am Sat-Sun	1-2 Sat-Sun	
<b>Premier Evening</b>	2:45pm-8:00pm M-F	3-4 M-F	\$1,950 (includes Virtual)
	2:45pm-5:00pm Sat-Sun	1-2 Sat-Sun	
<b>Mid-Day</b>	11:00 am-3:45pm M-F	1 per day	\$1,275 (includes Virtual)
	11:00am-2:45pm Sat-Sun		
<b>Virtual</b>	Class Schedule	7-8 M-F 2-4 Sat-Sun	\$500

Please select the membership(s) for which you are applying:

- Premier Morning (\$1,950)
- Premier Evening (\$1,950)
- Mid-Day (\$1,275)
- Virtual (\$500)

**\*Returning members will receive their credit due from prior season closing.**

**\*\*For this season, discounted membership types will not be offered (Non-Profit, Whaler, etc.)**

**Upon acceptance to The Westmoor Club, I agree to the following:**

- Pay in full by check
- Pay in full by credit card

**By signing this application, applicant acknowledges receipt of the Membership Terms and Conditions and agrees to be bound by all of their respective terms and conditions, as they may be amended from time to time. Dues, fees, and charges are subject to applicable State of Massachusetts taxes. Membership dues, use and facility fees are subject to change without notice.**

**Applicant hereby agrees that he/she shall be liable for all dues, charges, and other amounts from time to time owing to the Club.**

\_\_\_\_\_  
Applicant Signature Date

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This Winter Membership Agreement shall not be binding upon the Club until the acceptance below is signed.

APPROVED AND ACCEPTED: The Westmoor Club Management, LLC

Application Number: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_ Title: \_\_\_\_\_  
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## The Westmoor Club Wellness Center Waiver and Release

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I enter into this Wellness Center Waiver Release (Agreement) with The Westmoor Club for the privilege to use the facilities located at the Westmoor Spa and Fitness Center.

1. Waiver and release of all claims (including negligence)

In consideration for use of the facility, I waive and release The Westmoor Club, its agents, servants, employees, insurers, successors and assigns from all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence at the facility or use of the facility and/or equipment. **This waiver and release is intended to and does release The Westmoor Club from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and The Westmoor Club's negligence, including but not limited to negligence in the construction, maintenance and upkeep of the facility and its equipment, negligence in training or negligence in supervision. This is not intended to release The Westmoor Club from any liability resulting from their intentional conduct.**

I understand that if, for any reason, I am or have been under medical supervision or if I have not exercised regularly in the recent past, that a doctor's approval should be obtained prior to use of the facility's equipment. I understand and agree that it is my sole responsibility to obtain a doctor's approval.

I further covenant and agree not to institute any claims or legal action against The Westmoor Club for any claim released by this Agreement. I further agree that should any claim be made against The Westmoor Club in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) The Westmoor Club for any such claim and expenses including attorney's fees and costs incurred by The Westmoor Club in defending themselves or security indemnity hereunder.

I recognize the facility is not supervised, and I use the facility (including premises and equipment) entirely at my own risk.

2. I understand that The Westmoor Club is not responsible for any lost or stolen valuables or property from within the facility, parking lots, or grounds.

3. While at the facility, I agree to conduct myself in a responsible manner and will refrain from engaging in inappropriate conduct, including the use of loud, foul, slanderous language or any intimidating or offensive conduct that would interfere with the peaceful use and enjoyment of the facility by other users.

4. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue The Westmoor Club for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by The Westmoor Club, will void and terminate this Agreement and may result in loss of the ability to use the facility, with no refund.

Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**APPLICATIONS WILL NOT BE PROCESSED WITHOUT:  
VALID CREDIT CARD OR ACH DEBIT CARD INFORMATION:**

**CREDIT CARD INFORMATION**

Name on Credit Card: \_\_\_\_\_ Type of Card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Signature: \_\_\_\_\_

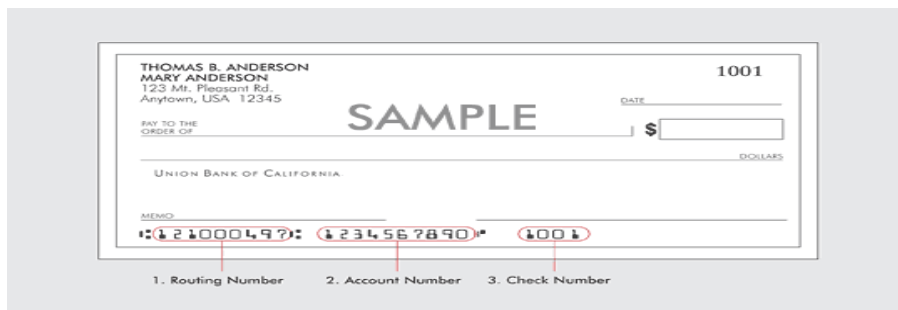
----- **OR** -----

**ACH DEBIT INFORMATION**

Bank Account Name: \_\_\_\_\_

Financial Institution Name: \_\_\_\_\_

9 Digit Routing Number: \_\_\_\_\_ 10 Digit Account Number: \_\_\_\_\_



Signature: \_\_\_\_\_

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**WINTER MEMBERSHIP**

The undersigned Applicant desires to acquire a Winter Membership in the Club and agrees to pay The Westmoor Club Management, LLC, a Massachusetts limited liability company, the Membership Dues as follows:

Winter Memberships are for the winter season only (October 13, 2020 –May 7, 2021) and are non-refundable and non-transferable. *Payment must be received by the Club prior to use of the facilities.*

*Checks should be made out to: The Westmoor Club Management, LLC*

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**For Membership Office Use:**

Application Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Processed By: \_\_\_\_\_ Date: \_\_\_\_\_

Membership Number: \_\_\_\_\_

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## COVID-19 Terms of Use

The Westmoor Club is undertaking significant precautions to protect our members and team members, however, the risks of contracting or transmitting COVID-19 cannot be eliminated and we are asking for your help to reduce the risks. All access to the Club is subject to the Club's COVID-19 Terms of Use, which include the following.

Individuals must not use the Club if (i) they or anyone in their household are experiencing symptoms of illness, including but not limited to fever, chills, sore throat, cough, shortness of breath, or difficulty breathing, recent loss of taste or smell, muscle pain or gastrointestinal issues, (ii) they have come in close contact (within six feet) with anyone with illness symptoms in the past 14 days or anyone who has been diagnosed with COVID-19 in the past 14-days or (iii) are subject to governmental quarantine order due to travel.

While at the Club, individuals must maintain a social distance of six feet from anyone who does not reside in the individual's household.

Use of the Club is currently restricted to winter members.

Masks covering your nose and mouth are required while at the Club.

To control capacity, reservations are required prior to arriving at the Club for any activity.

Individuals understand that (i) an inherent risk of exposure to COVID-19 exists in any public place where people are present, (ii) COVID-19 is an extremely contagious disease that can lead to severe illness and death, and (iii) senior citizens and individuals with underlying medical conditions are especially vulnerable.

By visiting the Club and in consideration of access, individuals voluntarily assume all risks related to exposure to COVID-19 and waive and release any and all claims related thereto against The Westmoor Club, LLC and Westmoor Management, LLC and their employees and agents which may arise out of access to the Club Facilities.

The Club's Terms of Use are subject to change at the discretion of the Club.

Individuals in violation of the Club's Terms of Use may be subject to disciplinary action by the Club.

We thank you in advance for your cooperation.

ACTIVE 12092796.1

Acknowledged and Agreed to this \_\_\_\_\_ day of 2020. Until further notice in writing by the Club, the undersigned agrees that each time he or she accesses the Club, he or she will be deemed to have re-executed this Terms of Use agreement.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_