

Club Topnotch

Membership Application



APPLICANT INFORMATION

Given Name: _____ Last Name: _____

Given Name: _____ Last Name: _____

Child Name: _____ Last Name: _____

Child Name: _____ Last Name: _____

Child Name: _____ Last Name: _____

Home Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____

Email: _____

Dates

From _____ To _____

TYPE ___ Individual ___ Couple # ___ Kids Additional
LEVEL ___ 5 Day Pass ___ 7 Day Pass ___ Platinum (Please select one item
PERIOD ___ Annual ___ Monthly ___ 6 Consecutive Months from each line)

Rate Schedule

Annual \$ _____ plus tax
 or
Month 1 \$ _____ Month 7 \$ _____
Month 2 \$ _____ Month 8 \$ _____
Month 3 \$ _____ Month 9 \$ _____
Month 4 \$ _____ Month 10 \$ _____
Month 5 \$ _____ Month 11 \$ _____
Month 6 \$ _____ Month 12 \$ _____
Monthly Member Total \$ _____ plus tax

NOTICE OF UNDERSTANDING:

I _____ hereby authorize Topnotch Resort & Spa to settle my monthly charge account on the first of each month to the Credit Card listed below and send a copy of the charge to the address listed above. I further agree to abide by the terms of the membership agreement as stated.

Signed and Agreed _____ Date _____ Decline Charging Privileges

.....
Payment Method (Resort to destroy after posting) Credit Card # _____ Exp _____ CID # _____
Billing Zip Code _____

MEMBER AGREEMENT

I wish to become a member and utilize the services and facilities of the Spa and Fitness Club at Topnotch Resort & Spa

This membership agreement ("Agreement") made on _____ (Date) between _____ (the "Member") and Topnotch Resort & Spa (the "Resort") is for the Member's use of the Spa and Fitness Club at Topnotch Resort & Spa (the "Facility") and is valid from the date of acceptance by the Hotel. The Facility is managed on behalf of Topnotch Resort & Spa. The Hotel reserves the right to terminate this Agreement at any time if it considers, in its sole discretion that the Member has exhibited inappropriate behavior or has violated the Rules and Regulations contained herein.

I understand and agree that:

1. The total membership fee is due at contract signing, at which time you will be issued your membership card(s). Lost or stolen cards can be replaced for a fee of \$20 each.
2. Incidentals will be charged to the CC on file at the start of each month. If at any time the card cannot be authorized, charging privileges will be suspended and the membership will automatically be canceled after 30 days.
3. Once processed, the membership is nonrefundable.
4. All memberships are subject to approval of the Resort. Membership does not confer or include any interest or ownership in the Facility or assets of the Hotel. Membership initiation and fees are subject to change. Members may not assign or transfer their memberships.
5. The following options of payment for the membership fee are (i) by check or (ii) by one of the following major credit cards; American Express, Master Card, Visa, or Discover. The fee shall be paid in one payment at the commencement of the membership, due at the published rates, plus tax.
6. Membership in and use of the Facility are subject to Rules and Regulations, as attached to this Agreement. These rules may, from time to time, be revoked, altered or added to by the Hotel at its absolute discretion. While the Resort will endeavor to give prior notice of any proposed revocation, alteration or addition, Members should bear in mind that they would generally take effect upon notification. The Hotel reserves the right to refuse an application or terminate a Member without refund if the Member does not comply with the Rules and Regulations.
7. Members have the right to use and enjoy the Facility in accordance with its Rules and Regulations. Separate fees shall be charged for other services of Facility not covered in the membership.
8. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provisions and everything else in the Agreement shall continue in force and effect.
9. This Agreement constitutes the whole agreement between the parties pertaining to its subject matter and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written.

The information contained in this application is warranted to be true and correct. Any false or misleading information will result in cancelled membership. I hereby give permission to the Resort to verify the above information.

In consideration of membership, I agree to sign a Waiver of Liability before I become a Member.

Member's Signature Date

Topnotch Resort Signature Date



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The following are the general Rules and Regulations governing the Facility. Each Member shall read the Rules and Regulations and become familiar with them. These Rules and Regulations are incorporated in the Agreement and are made a part thereof by reference. Each Member agrees to be bound by the Rules and Regulations as they now exist and as they may from time to time be amended.

1. All applications and Agreements shall be on forms prescribed by the Resort and shall be subject to acceptance by the Resort. A successful applicant will become a member of the Facility by paying the appropriate membership fees. Membership is non-transferable, non-refundable. Entitlement of a Member is based on each type of membership indicated in the Membership Agreement.
2. The nature of this membership is exclusive and non-transferable. Membership shall be applicable only to the Member. Spouse and children, if any, of the individual Member shall not be entitled to the rights and privileges of this membership except as guests and are subject to guest policies and fees as are established from time to time by the Resort. The Resort shall determine the amount and terms of payment which shall be payable by the Members. Events, repairs and/or maintenance of the Facility and/or facilities may make it necessary for the Resort to restrict use of one or more of the facilities or temporarily close the Facility. Membership fees will not be reduced or suspended during the time when one or more of the facilities are not available. Access to the Facility will be denied to anyone past due on his/her account. The Hotel shall, from time to time, fix the amount and terms of payment for charges for goods and services by Members and guests including fees for massage, personal training, and other services. Membership does not confer or include interest or ownership in the Facility or assets of the Resort. Membership grants no right to govern or control the affairs of the Facility, its services or activities.
3. Topnotch Resort & Spa reserves the right to revoke any membership without notice or explanation with the provision that on such revocation, a refund of membership fee paid, prorated to the length of membership will be refunded. The Hotel also reserves the right to reevaluate the membership fees at any time.
4. Memberships cannot be placed on hold.
5. Guest fees will be established by the Resort. Guests will be allowed to use the Facility on condition that guests observe all applicable rules of the Facility. Members must be present at the Facility to sign his/her guest in, and they must accompany their guests through the entire duration of the visit. The sponsoring Member is responsible for the action of his/her guests. The Member is responsible for paying the guest fee and other charges incurred by his or her guests and shall indemnify the Indemnities against any and all claims the guest may make with respect to the Facility and its services. Any person who misuses the Facility or who acts in a way which constitutes a safety hazard or interferes with the enjoyment of other persons or whose conduct is otherwise injurious to the character and interest of the hotel shall upon request by **the Resort** leave the premises of the Facility and hotel in a manner that causes the least disturbance to all other persons.
6. Children under the age of 12 are only permitted into the Pool Area under strict supervision of a parent or guardian. They may not use Spa or Fitness Facilities. For safety reasons, and in order to preserve the general atmosphere of the Facility, Members bringing a child to the Pool Area shall ensure that the child is accompanied and supervised at all times, and does not play in the passage-ways and public areas.
7. Member hereby acknowledges that he/she will not use the Facility while having any open cuts, abrasions, open sores, infections or illnesses. Member acknowledges that he/she has been advised that it is recommended that each person using the Facility undergo regular medical and fitness testing to determine personal fitness, proper activity level and level of personal risk involved.
8. All items in the Facility locker rooms are the property of the Resort and are available for complimentary use by Members and their guests while they are in the Facility. A charge will be attached to the Member's account for any items removed from the Facility including but not limited to towels and robes.



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9. Members and their guests must dress in a manner appropriate to the activity being engaged in. Dress code such as T-shirts, shorts, tracksuits and tights, socks, sports bras for ladies and appropriate exercise shoes are required in all the fitness area. Bare feet and sandals are not permitted. Failure to dress appropriately may result in refusal of admission or a request to leave.
10. Proper etiquette, language and courtesy are to be observed at all times. Violators will be asked to leave and are subject to further action by the Resort. It is the intent of the Resort. to create a friendly, positive, private and exclusive atmosphere at the Facility. Members and guests shall conduct themselves in a responsible manner on the hotel and Facility premises. Members and guests shall mute their mobile phones while in the private spa lounges.
11. The Resort reserves the right to make any and all operational changes appropriate to the business including but not limited to change of operating hours and modification of equipment mix.
12. Where it is necessary to close the Facility or limit equipment for scheduled or unscheduled maintenance, no membership discount will apply.
13. Lockers are for daily usage during each workout and will be provided subject to availability. Members and/guests must clear the locker prior to leaving the Facility. Members and guests are solely responsible for safekeeping his/her personal belongings. Any personal belongings kept over-night in the locker will be removed. Topnotch Resort & Spa shall not be responsible or liable for any loss or damage however caused. Valuables should be left at home.
14. Damage to the Facility or resort shall be paid for by any Member who willfully or neglectfully causes it, including that incurred by dependent children and their guests.
15. For hygienic reasons and consideration for others, Members and guests are requested to take a shower prior to using the sauna or steam rooms, Jacuzzi and swimming pool. No unauthorized chemical or liquids (i.e. – shampoo, conditioner, soap, etc.) are allowed in these areas. Children under the age of 12 are only allowed to use the sauna, steam room, Jacuzzi and swimming pool under strict supervision of a parent or guardian.
16. A Member shall give written notice or email notice to the Resort of any change of address. Failing such notice, all communication shall be presumed to have been received by the Member.
17. Each Member shall sign a Waiver of Liability.
18. Blackout dates will be observed for all 5 and 7 Day members during Holiday periods as designated by the resort. Members may pay a spa access fee at prevailing rates during the blackout periods. Members may reserve tennis court time during blackout periods and pay the weekend/holiday court fees. Blackout dates are not applicable for platinum members.
19. These Rules and Regulations may, from time to time, be revoked, altered or added to by Topnotch Resort & Spa at its absolute discretion. While the Hotel will endeavor to give prior notice of any proposed revocation, alteration or addition, Members should bear in mind that they would generally take effect upon notification. The Hotel reserves the right to refuse an application or terminate a membership without refund if a Member does not comply with the Rules and Regulations.

With my signature, I acknowledge that I have read, understood and accepted the terms and conditions of this Agreement.

Print Member Name: _____

Date _____

Member Signature: _____



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Guest Waiver of Liability & Acceptance of Services/Charges

Guest Name: _____

Guests of the Topnotch Spa (the "Spa") at the Topnotch Resort at 4000 Mountain Road, Stowe, VT (the "Resort") acknowledge the following:

I wish to utilize the services and facilities of the Spa and/or fitness center at the Spa (the "Services") at the Resort. I understand that exercise as well as various equipment and Spa activities have varying effects on an individual based upon the size, age, physical condition and/or state of health and may require personal knowledge on their proper use. I agree to participate or agree to give authorization for my child/ children/grandchildren and/or those participants to participate in the use of the Topnotch Spa. I am voluntarily participating in the Services with knowledge of the danger involved and hereby agree to accept any and all risks and dangers that may occur at the Resort while participating in such Services. I am declaring that I am physically capable of utilizing the equipment and services of the Fitness Center and that I will follow all safety instructions and rules issued by the Resort personnel.

I understand that any treatment I receive at the Spa may present some unavoidable risk or injury. I recognize that, as a result of these Spa services, unpredictable side effects may occur. I acknowledge that neither the Spa, nor its employees are licensed in diagnosing or treating medical conditions.

I hereby, in consideration of such benefits and other good and valuable consideration received, consent to the above and release absolutely, forever discharge, hold harmless and covenant not to sue the Resort, AWH Stowe Resort Hotel, LLC , Spire Hospitality, LLC, their respective directors, officers, partners, members, shareholders, employees, vendors, service providers, agents, lenders, volunteers and affiliates, successors and assigns (collectively, the "Resort Parties") from any and all present or future liability, claims, demands, loss, damage, cost, expense, actions, or rights of action, (including without limitation attorneys' fees) whether asserted by me or a third party arising out of my (or my child's/children/grandchildren or authorized participant as set forth above) participation in the Services (the "Claims"), whether or not caused by the passive or active negligence of the Resort Parties. I agree to indemnify and defend the Resort Parties against and for any such Claims brought by me or a third party, including but not limited to attorney fees, costs and legal expenses.

I understand and agree that the Resort is granted permission to authorize emergency medical help be called and that the Resort assumes no responsibility for any injury or damage, which might arise out of or in connection with such authorized emergency medical treatment.

I represent and acknowledge that I have read and understand this document, and that, by signing this document, I understand that I am relinquishing legal rights that may have otherwise been available to me. I understand that this Release and Waiver of Liability shall be construed as broadly and inclusively as permitted by applicable laws and agree that if any portion of this document is held invalid, the remaining shall continue in full force and effect. To the extent the restriction on filing lawsuits is deemed unlawful, I agree to submit any claims to arbitration for binding resolution. This Release and Waiver of Liability shall be binding upon and benefit the respective successors and assignees, heirs, distributes, guardians, and legal representatives of the undersigned and the Resort.

Signature of Participant if over the age of 18
Date

Participant's Printed Name
Date

Signature of Legal Parent or Guardian if Participant is under the age of 18
Date



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