



CONE HEALTH®

Sagewell

HEALTH & FITNESS

Terms and Conditions of Center Membership

and

Rules, Regulations, and Center Policies

Cone Health Sagewell is a medically supervised health, fitness, and wellness center developed, owned, and operated by Cone Health. Sagewell has been established to meet the health, fitness, wellness, and rehabilitation needs of its membership. By virtue of Sagewell membership, a member agrees to abide by all Terms and Conditions of Center membership and Rules, Regulations, and Center Policies

TERMS AND CONDITIONS OF CENTER MEMBERSHIP

MEMBERSHIP QUALIFICATIONS: Subject to approval by the Center, without regard to race, sex, ethnic background, or religion, any individual eighteen (18) years of age or older, of proven financial responsibility, is eligible for membership in Sagewell. Membership in the Center includes a member's right to use the Center's facilities in accordance with these Terms and Conditions of Center Membership and Rules, Regulations, and Center Policies which may be amended from time to time. Membership does not confer any authority in the management of the Center, or any interest in the property or assets of the Center. Memberships are nontransferable.

CONSUMER'S RIGHT TO CANCELLATION: You may cancel this agreement without any penalty or further obligation within three (3) business days from your joining date. Your notice of cancellation must be in writing, signed by you, and sent to Sagewell by certified or registered mail. You must return with your notice of cancellation all agreements, documents or any other evidence of membership to the Center.

MEMBERSHIP DUES AND CHARGES: Your membership to the Center will renew automatically each year for another full year. Membership constitutes a contractual commitment to pay Center dues twelve (12) consecutive months. Withdrawals from the Center, except for the detailed reasons listed under "Rights to Premature Cancellation," will not relieve a member from fulfilling his/her annual obligation. This yearly membership agreement is automatically renewable, without notice, for another full year unless written notice of intent to cancel by either party is received at least thirty (30) days prior to the anniversary date. Cancellation requests will also be granted throughout a grace period that extends up to (3) business days following the anniversary date listed on this agreement. This notice must be dated, signed and sent certified mail. Cancellation will then become effective on your anniversary date.

RIGHTS TO PREMATURE CANCELLATION: You may also cancel this agreement for any of the following reasons:

1. If, upon a medical doctor's written order, you cannot physically receive the services because of significant physical disability for a period in excess of three (3) months. A "30 Day Written Notice" from both the physician and member is required.
2. If you move your residence more than twenty-five (25) miles from the Center and we cannot secure membership privileges at another Cone Health facility. Proof of new residency is required as part of your "30 Day Written Notice."

3. Upon death, your estate shall be relieved of any further obligation for payment under the agreement not then due and owing.
4. If the services cease to be offered as stated in the agreement.
5. Loss of employment. Proof is required as part of your “30 Day Written Notice.”

Premature cancellation under items 1 and 2 requires the submittal of a “30 Day Written Notice” and will become effective on the last day of the month following the month in which the 30-day notice is received. Cancellation notification must be sent to Sagewell by certified or registered mail.

MEMBERSHIP CATEGORY CHANGES: A member in good standing may add a spouse or family member to their membership at any time, thus altering their membership category. However, a change in category shall constitute an automatic yearly renewal of his/her membership which will alter their anniversary date accordingly. A member in good standing may remove a spouse or family member upon receipt of a request (30) days prior to their anniversary date only.

CENTER DUES: The Center may increase dues from time to time. Members will be notified at least sixty (60) days prior to any increase in Center dues. Dues will not be prorated during time when the Center is repairing or renovating any of its facilities. The membership is a one year automatically renewing agreement payable monthly through electronic fund transfer (EFT) of a checking/savings account or debit of a credit card.

REVISION/CHANGES: The membership fees for enrollment, programs, services, and products are also subject to change without notice. Members may be notified of such changes in any manner which Center Management deems appropriate.

PAYMENT POLICIES: Members will be required to pay the appropriate one-time enrollment fee at the time of joining and monthly dues will be collected on the first of each month (in advance of the month services will be delivered) through automatic EFT of checking/savings account or credit card debit. Monthly payments delivered in person to the Sagewell front desk prior to the twenty-fifth (25) of each month will negate the automatic EFT or credit card debit for the following month. Fees for programs, services and products may be paid for at the front desk with cash, check or credit card. Member agrees to pay collection costs incurred by the Center in collecting any past due amounts, including court costs and reasonable attorney’s fees. Member also agrees to pay a handling fee for any returned check or automatic EFT. In addition, any fees incurred by Cone Health will be the responsibility of the member. Enrollment fee, membership dues, and products are subject to sales tax.

DAMAGES: Members are responsible for any damage to Center property and/or property of other members and their guests caused by themselves or their guests, except that due to ordinary wear or usage.

SUSPENSION/TERMINATION: The Center may terminate for cause any membership by mailing notice in writing to the last address shown on the records of the Center for the member being terminated. The terminated member will be required to return promptly any Center property currently in their possession. A terminated member will remain liable for all dues and other indebtedness incurred until their membership anniversary date. Use of Center facilities is available only to members in good standing and their guests. A member in good standing is one who has no outstanding membership dues or Center charges over thirty (30) days old or has no reports of misconduct in his/her personal file. SAGEWELL retains the right to maintain confidential copies of personal data on file. Everyone must treat each other in a respectful and courteous fashion.

CHANGES TO THIS AGREEMENT: The Center’s membership Application and Agreement, Rules, Regulations, and Center Policies, and Terms and Conditions of Center Membership are the entire agreement between the Center and the member. Any changes to these documents must be in writing and signed by an authorized officer of Sagewell. In the event any part of these agreements is found in court to be invalid or unenforceable, such part shall be deemed stricken and the remainder of the documents shall remain in full force and effect. Failure to abide by these documents may result in termination of membership.

LEAVE OF ABSENCE: A member may request a leave of absence from the Center by submitting a written notice received by the Center at least thirty (30) days prior to the agreement anniversary date. A leave of absence may also be granted at any time as described in “Rights to Premature Cancellation.” If the member leaves the Center in good standing the member will be readmitted to the Center without payment of an additional enrollment fee if the member reapplies after

one (1) year but less than three (3) years following the effective date of the leave of absence. If the member left the Center in good standing, a member will be readmitted to the Center within one (1) year following a grant of a leave of absence, if the member pays an amount equal to all monthly dues which would have been due from the effective date of the leave of absence to the date of readmission. Any requests for readmission are subject to review and approval by Sagewell management.

MEDICAL FREEZE: In lieu of cancellation for medical reasons, as stated above, a member may request a temporary medical freeze according to item 1 under “Rights to Premature Cancellation.”

CESSATION OF SERVICES: In the event that Sagewell relocates or closes the facility, Sagewell will be obligated to find a substantially similar facility which will assume the membership agreements or to provide member with a pro rata refund for the portion of services not received.

NO SOLICITING: Solicitation of any kind will not be tolerated at Sagewell and may result in the suspension/termination of membership.

RULES, REGULATIONS, AND SAGEWELL POLICIES

SAGEWELL HOURS OF OPERATION:

Monday – Friday	Saturday - Sunday
5:30 a.m. – 9:00 p.m.	8:00 a.m. - 5:00 p.m.

*Hours of operation are adjusted on certain holidays. Please refer to program schedule for details.

*Sagewell management reserves the right to change hours of operation.

MEMBERSHIP NUMBER: Each member is issued a membership number. Members must enter their membership number at the front desk and be cleared by front desk personnel to gain access to Sagewell.

GUEST POLICIES: A guest must be accompanied by an adult member (18 years or older) and must register, provide a photo ID, and pay a guest fee at the front desk prior to using the Center. A guest is also required to complete a guest waiver, a Physical Activity Readiness-Questionnaire (PAR-Q) and an Assumption of Risk if PAR-Q results deem it necessary. Arrangements for unaccompanied guests must be made in advance with a manager. Unregistered guests will be asked to leave Sagewell immediately. Expelled or suspended members may not come as the guest of another member. Guests under the age of 18 must come during dependent hours.

A guest may use Sagewell no more than six (6) times per year. An out-of-town guest card may be issued for a period not to exceed ninety (90) days. The card may be requested at the front desk and must be approved by the membership manager. The prevailing guest fee must be paid in full in advance of guest card being issued.

Guest Fees: \$15.00/Day

Under 18: \$8.00/day

Out of Town Guests: \$75.00/month Limit 3 months per year

Members are allowed to bring a guest for the following guest fees:

Adult: \$10.00/Day

Under 18: \$5.00/Day

DEPENDENT USAGE: Dependents are persons receiving parental support who are 23 years of age or younger. Dependents have extended membership privileges under the Family Membership Category. All dependents will be issued a membership number which must be entered at the front desk to gain access to Sagewell.

Hours for dependent usage of Sagewell are:

DEPENDENTS

Monday - Thursday	Friday	Saturday - Sunday
11:00 a.m. – 5:00 p.m.	11:00 a.m. - 9:00 p.m.	11:00 a.m. - 5:00 p.m.
7:00 p.m. - 9:00 p.m.		

Dependents ages 0 - 11 years may use the track, gymnasium, and pool during Dependent Hours and must be accompanied by an adult in that area. An adult is defined as an individual who is 18 years of age or older assuming responsibility for a dependent while in Sagewell.

Dependents ages 12 - 15 years may use the track, gymnasium, and pool during Dependent Hours. This age category may also use the exercise equipment during Dependent Hours after successfully completing the Sagewell Teen Fitness Certification program. 12 - 15-year-old dependents must be accompanied by an adult (parent or guardian) unless participating in a structured Sagewell program.

Dependents who are age 15 years or younger must have adult present at time of check in.

Dependents ages 16 - 17 years may use all available Sagewell facilities during Dependent Hours and are not required to be accompanied by an adult.

Dependents who are age 18-23 and on a family membership do not have to follow dependent hours.

Due to the comprehensive nature of the structured youth programs offered, Dependent Hours may be altered from time to time for participants of these programs.

BABYSITTING: Children ages 6 weeks to 10 years old may use the babysitting area for a maximum of 2 hours per day. A parent/guardian must always be on the property. Each child must have an updated card on file and children must be signed in/out. Parent/guardian must supply all needs of their child.

Monday - Saturday 8:00 a.m. - 12:00 p.m. Monday - Thursday 4:00 p.m. - 8:00 p.m. (hours are subject to change)

FEES:

Children enrolled with a Sagewell membership are eligible to receive babysitting services.

If Adult is Sagewell Member: \$8.00/child/visit.

Non-Member Fee: \$10.00/child/visit.

EMERGENCY PROCEDURES: Should an accident occur at Sagewell, immediately report it to the front desk by using one of the telephones located throughout the facility or notify any staff member. Emergency procedures will be expedited immediately. Should you or a family member become injured while at Sagewell, Center Staff is not required to provide transportation. We reserve the right to call an ambulance. All members are encouraged to be CPR certified. In the event of a fire alarm, please be prepared to evacuate if notified by a staff member.

LOST AND FOUND: Sagewell is not responsible for items lost, stolen, or damaged. Items not claimed after thirty (30) days will be donated to local charities.

CELL PHONE USE: Cell phone use within the locker room area is strictly prohibited. Cell phones may be used in the Health & Fitness Center lobby and designated areas only.

HEALTH FITNESS APPOINTMENT: All Sagewell members are encouraged to schedule a health fitness appointment upon joining and every six months thereafter. This is an important value-added service, which allows the Sagewell staff to evaluate several physiological parameters including health risk factors. This information is then used to design an individualized exercise prescription accordingly. The fitness staff may require a written Physician's Consent pending certain medical conditions.

PERSONAL TRAINING: Sagewell members may only utilize personal trainers employed by Sagewell. Sagewell reserves the right to define personal training.

LOCKER ROOMS:

- For your protection, please do not bring valuables into the Center (or leave them in your locker). Sagewell is not responsible for items lost, stolen, or damaged.
- All personal items need to be stored in the lockers. Bags, clothing and personal items cannot be left in the lobby cubbies, on the floor in the fitness center, the group studios or the gymnasium.
- Members are asked to wear clothing or cover up accordingly when sitting on furniture.
- Children aged 5 and older must use same gender locker room or changing rooms on the pool deck.

TOWELS: Members are asked to respect Sagewell's willingness to provide towels. The Center considers this service a privilege of Sagewell's membership. Members are requested to use no more than two towels per visit. Towels are the sole property of Sagewell. After use, please leave towels in the dirty towel drop bins located throughout the center.

PHYSICAL ACTIVITY AREAS:

Exercise Equipment Areas

- Proper etiquette shall always be enforced. Horseplay will not be tolerated.
- No food, gum, or drink permitted in area. Water bottles or containers are encouraged!
- No dependents under age 12 shall be allowed in the exercise equipment area.
- Dependents 12-15 years of age must complete the Teen Certification Program prior to utilizing the exercise equipment area during Dependent Hours.
- Dependents age 16-17 do not have to be with a parent.
- All teens between the ages of 12-15 must carry their Teen Certification card.
- An adult must accompany dependents ages 12-15 while utilizing equipment.
- Please limit your workout on cardiovascular equipment to 30 minutes during peak hours.
- Instruction in the proper use of all equipment is the responsibility of each member.
- Proper care and use of all equipment are the responsibility of each member.
- Use of equipment is at the member's risk.
- Please be courteous after exercise by cleaning off your equipment after use with the spray bottle and towel provided.
- Please be safe! Ask the Sagewell fitness staff for assistance.
- Members are required to refrain from wearing fragrances during exercise.

Warm Water Pool

Designed specifically for our physical therapy program. Sagewell members may use the therapy pool under the following limited conditions:

- Sagewell organized-supervised programs.
- Independent exercise program adhering to warm water exercise pool policy and hours available to Sagewell members.
- Please be advised, the warm water pool may not have a lifeguard.

Sagewell Swimming Area

- Pool area is open Monday – Friday 6:00 a.m. – 8:30 p.m. and Saturday – Sunday 8:00 a.m. – 4:30 p.m.
- Pool is multi-purpose, which is used for lap swimming, lessons, water exercise classes, team workouts and meets, and recreational swimming. Pool scheduling is subject to change and often includes multiple activities at any one time.
- Anyone wishing to use the pool area must shower first.
- Members swim at own risk.
- Horseplay will not be tolerated.
- No diving allowed.
- No food, gum, or drink permitted in area.
- Proper swimming attire required.
- A tight-fitting swim diaper must be worn in all pools by infants and young children who are not yet potty trained.
- Dependents 15 years of age and younger must be accompanied by an adult unless participating in an organized Sagewell youth program.
- Individuals with open wounds or sores should not enter pools.

Gymnasium

- The gymnasium is a multipurpose facility which is used for a variety of scheduled and free-play activities. Unless specifically reserved, all members will be allowed access with the limiting factor being facility capacity.
- Horseplay will not be tolerated. Proper etiquette shall always be enforced.
- No food, gum, or drink permitted in area.
- Due to special programming, the gymnasium may be reserved with notice from time to time. Advance notice will be posted.

- Dependents ages 15 years or younger must be accompanied by an adult unless participating in an organized Sagewell youth program.
- Equipment is provided; please use it properly.

Group Exercise Studio

- Members age 12 and older are able to participate in group exercise classes subject to prior approval by the health and fitness manager and during dependent hours only.
- Members and guests are required to wait outside the studios until the next class begins. Please do not interrupt an ongoing class by entering the Studio while class is in session.
- No food, gum, or drink permitted in area. Water bottles or containers are encouraged!
- Horseplay will not be tolerated. Proper etiquette shall always be enforced.
- Group exercise studio A/V equipment is for the exclusive use of Sagewell staff.
- Class participants are not permitted to enter a class after the initial 10-minute warm-up period.
- Class participants are required to refrain from wearing fragrances during classes.

Indoor Track

- All participants must follow the posted track direction.
- Walkers and slow runners stay to the inside lane.
- Fast runners stay to the outside lane.
- Runners yield to walkers.
- No food, gum, or drink permitted in area.
- Horseplay will not be tolerated. Proper etiquette shall always be enforced.

WHIRLPOOL: For your own safety, please follow posted guidelines at respective areas. Members and guests use these facilities at their own risk. Members and guests under 9 years are not allowed in the whirlpool. Members and guest age 9 - 15 years must be accompanied by an adult. Proper dress required.

DRESS CODE: Shirts, shorts, sweat suits, workout tights, and athletic shoes must be worn in all areas of the Sagewell Center. No marking-soled shoes or cutoffs are permitted. Members wearing bathing suits must have proper “cover ups” when outside the pool area.