

The Kahala Hotel & Resort

Chi Health Energy Center

5000 Kahala Avenue • Honolulu, Hawaii 96816

2017 Membership Agreement

GENERAL INFORMATION

Name of Member:	Date of Birth:
Additional Member Names (Family / Couple Membership):	Additional Dates of Birth:
Address:	
City/State/Zip:	
Home Telephone:	Cellular Telephone:
Email Address:	
Commencement Date (<i>club use only</i>):	

2017 MEMBERSHIP TYPE / BENEFIT PACKAGE

SINGLE	COUPLES	FAMILY	SHORT TERM
Personal Entrance Key	Personal Entrance Key (2)	Personal Entrance Key (1 per person)	Personal Entrance Key
Complimentary Parking	Complimentary Parking	Complimentary Parking	Complimentary Parking
Signing Privileges	Signing Privileges	Signing Privileges	Signing Privileges
25% Personal Training Discount	25% Personal Training Discount	25% Personal Training Discount	25% Personal Training Discount
Any Group Exercise Classes \$10	Any Group Exercise Classes \$10	Any Group Exercise Classes \$10	Any Group Exercise Classes \$10
15% CHI Retail Discount	15% CHI Retail Discount	15% CHI Retail Discount	15% CHI Retail Discount
15% Spa Treatment Discount	15% Spa Treatment Discount	15% Spa Treatment Discount	15% Spa Treatment Discount
Complimentary Personal Fitness Assessment	Complimentary Personal Fitness Assessment	Complimentary Personal Fitness Assessment	Complimentary Personal Fitness Assessment
10% Food Discount in all resort restaurants	10% Food Discount in all resort restaurants	10% Food Discount in all resort restaurants	10% Food Discount in all resort restaurants
Access to resort beach and pool services	Access to resort beach and pool services	Access to resort beach and pool services	Access to resort beach and pool services
\$300 Month	\$450 Month	\$450 Month (2 people) + \$100 each additional person	\$400 Month / per person
1 year contract	1 year contract	1 year contract	Month to Month
\$500 initiation fee	\$900 initiation fee	\$1200 initiation fee	\$500 initiation fee

TERMS AND CONDITIONS FOR THE CHI HEALTH ENERGY CENTER

By executing this agreement and purchasing a membership (“*Membership*”) in the Chi Health Energy Center (the “*Club*”), the member (“*Member*”) hereby agrees to abide by all of the terms and conditions set forth below.

Article I GENERAL PROVISIONS

Section 1. Initiation Fee. If applicable, a one time initiation fee shall be due and payable upon the execution of this Agreement.

Section 2. Monthly Dues. I agree to pay the following membership fees during the Term of this Agreement and understand that fees are subject to sales tax:

- ❖ A monthly fee of \$_____ for the _____ membership payable on or before the 1st day of each calendar month, beginning on the Commencement Date. The monthly fee for partial calendar months will be prorated.

I will pay all fees regardless of whether or not I use the CHI Health · Energy Center facilities. Subject only to Paragraphs 5 and 8 below, (a) the initiation fee shall be non-refundable, (b) I will provide the CHI Health · Energy Center with at least 30 days’ prior notice in the event that I wish to terminate my membership. (c) in the event initiation fee is waived, failure to fulfill 1 year term will result in a charge for the waived initiation fee.

Section 3. Term. The term of this Agreement is for _____, commencing on the Commencement Date. (the “*Term*”). There is no right to renew the Membership upon expiration of the Term.

Section 3. Provisions. The amount of the monthly membership fee and dues, the suspension and expulsion of members, and all other matters affecting or relating to the members of the Club or Membership shall be under the complete control of the Club. Member acknowledges that the monthly fee, the Rules and Regulations (as described below) and the terms and conditions relating to the use the Club may change from year to year without notice.

Section 4. Nondiscrimination. It shall be the policy of Club to accept applications for membership from any individual or couple without regard to race, creed, color, sex, or national origin.

Article II RULES AND REGULATIONS

Section 1. Benefit Package. Member acknowledges that, prior to signing this Agreement, Member received and reviewed the list and description of the Club’s equipment and services (the “*Benefit Package*”). Member acknowledges and agrees that is possible that the Club’s facilities may be relocated to another location within the Hotel in the reasonable discretion of the Hotel’s management.

Section 2. Compliance with Rules & Regulations. Member acknowledges that, prior to signing this Agreement, Member received and reviewed the Club’s Rules & Regulations. Member agrees to abide by all Rules & Regulations and acknowledges that the Club has the right to refuse service to Member for failure to comply with such Rules & Regulations.

Section 3. Changes to Benefit Package and Rules and Regulations. The Club reserves the right to modify or amend the Benefit Package and the Rules and Regulations at any time, without individual notice. Member acknowledges and agrees that the Benefit Package and Rules and Regulations may change at any time during the Term. All changes to the Benefit Package and the Rules and Regulations are effective immediately. The Member is solely responsible for contacting the Club for an updated list of the Benefits Package and Rules and Regulations in effect at any given time.

**Article III
MEDICAL EXAMINATION**

Section 1. Physical Examination. Member is physically sound and has received medical approval to use the Club's facilities, equipment and services, and to participate in the Club's activities.

**Article IV
WAIVER OF LIABILITY**

Section 1. Waiver of Claims. It is expressly agreed that the Member knowingly and voluntarily assumes all risks, including without limitation, the risk of property damage, personal injury, bodily injury or death arising out of or in connection with the use of the Club's facilities, equipment and services and with the participation in any and all of the Club activities and events.

Section 2. Indemnity. Member hereby agrees to indemnify, hold harmless, and defend the Club, and its parent company, subsidiaries, affiliates, divisions, related companies, owners, partners, joint venturers, directors, officers, agents, employees, sureties, insurers, attorneys, successors and assigns from and against any loss, damage, actions or expense, including reasonable attorneys' fees, relating to, sustained in connection with, or arising out of the use of the Club's facilities, equipment or services by the Member or the participation of Member in any of the Club's activities and events, or due to any other matter relating to the Club. Member expressly agrees to be fully liable for any damages caused to the Club's property by Member arising out of or related to the exercise of benefits under this Agreement. The term "damages" for the purposes of this agreement shall include, but not be limited to, damage to the Club's premises, equipment or other property of the Club.

**Article V
TERMINATION OF MEMBERSHIP**

Section 1. Voluntary Resignation. Member may resign from the Club by giving thirty (30) days' prior written notice after his/her contract payments have been fulfilled and prior to the beginning of the next month of membership to The Kahala Hotel & Resort, Chi Health Energy Center, 5000 Kahala Avenue, Honolulu, Hawaii 96816. Such voluntary resignation SHALL NOT be deemed effective until after the expiration of the thirty (30) day notice period AND the Club's receipt of issued door keys, locker keys, parking cards AND after all required payments have been made by the Member to the Club. Subsequent to his/her voluntary resignation, Member shall not be subject to any further dues or other changes.

Section 2. Involuntary Resignation. The Club reserves the right, in its sole and absolute discretion, at any time to terminate the membership of any Member for any of the following:

- (a) failure of the Member to comply with any of the Rules & Regulations adopted by the Club;
- (b) conduct the Club determines to be improper or inimical to the best interest of the Club; or
- (c) account of the Member is thirty (30) days in arrears.

Such termination shall be effective as of the date set forth in the termination notice mailed to member by certified or registered mail at the address indicated herein or hand-delivered to the Member. A terminated member will be required to immediately return door keys, locker keys and parking cards to the Club but shall remain liable for all dues and indebtedness incurred prior to the termination. If the Membership is terminated pursuant to this paragraph, the Member shall not be entitled to a return of any portion of the initiation fee or monthly dues.

**Article VI
DEATH OR DISABILITY**

Section 1. Death or Disability. This contract may be cancelled upon verification that Member is unable to receive all services as contracted due to death or disability. If Member elects to cancel this Agreement under such

