

To sign up for The Mecca Center Gym Membership, please review the full membership agreement and click “Agree & Sign Up” to confirm your acceptance. Once we receive your agreement, we’ll contact you to schedule your orientation session and provide your access.

Membership Contract

This Membership Agreement ("Agreement" or "Membership Agreement") is entered into between Muslim Education Cultural Center of America Fitness Club ("Mecca Center"), located at 16W560 91st St, Willowbrook, IL 60527, and you the member. This Agreement entitles members access to the club, facility, and participate in these classes and to enjoy other amenities offered.

Please review this Agreement thoroughly as it is a legal contract between Mecca Center and all members. By using the fitness room offered at Mecca Center, members are agreeing to the terms of this Agreement.

I apply for membership in the Mecca Center Fitness Center. I represent and warrant that I am sixteen (16) years of age or older and all facts and information set forth above and within this Membership Contract dated this date [date] are true, correct, and complete. The Application is incorporated by reference and made a part of this Contract.

1.Payment

Monthly membership payments shall be paid in advance of service each month. Membership payments shall be paid automatically through the payment method set forth below. Member agrees and allows Mecca Center Fitness Center to automatically charge Member for Membership each month.

If Member's payment fails to go through, Member's Membership shall be immediately suspended until such time that payment is received and a new Payment Method is established for future payments.

2.Freeze Policy

Members may put their membership on hold, in one-month increments, for up to three (3) calendar months each year. Notice of intent to freeze one's account must be submitted to Mecca Center via email at fitness@meccacenter.org no less than seven (7) business days prior to the freeze date. The freeze request must state both the freeze start date and reactivation date. Members who provide insufficient notice cannot be guaranteed a timely stop on billing. Members will not be billed for memberships during the freeze months. Billing will resume automatically upon end of freeze months.

3.Cancellation

A member may cancel their membership without penalty in accordance with the following:

- (a) If the Member dies or becomes permanently disabled. Member shall provide documentation of any permanent disability.
- (b) If the Member relocates to a distance more than twenty-five (25) miles from Mecca Center.
- (c) Within three (3) days of the signing of this Agreement.

A member may cancel their membership for any reason by providing written notice to Mecca Center.

4. Auto-Debit

As set forth below, all Membership dues shall be paid by auto-debit from an account or credit card identified below. By enrolling in this auto-debit contract, you authorize Mecca Center to, on a recurring basis, automatically charge the debit or credit card account you specified, for the monthly payments on your unlimited auto-debit plan associated with your account, on the billing due date. You understand and acknowledge that (1) Mecca Center will initiate transfers/charges pursuant to this authorization not to exceed the amount shown on your Membership Agreement and/or in connection with cancellation fees per the cancellation policy. Mecca Center may discontinue processing of recurring charges if it is unable to secure funds from your debit/card due to, but not limited to, insufficient or uncollected funds in the account or insufficient or inaccurate information provided; and (2) it is your responsibility to keep a current card on file with accurate billing information. Mecca Center cannot be held responsible for errors in processing due to expired or inaccurate information.

5. AGREEMENT TO PARTICIPATE and ASSUMPTION OF RISK

By signing up for and/or attending classes, events, activities, and other programs and using the premises, facilities and equipment (individually and/or collectively, the "Classes" and "Facilities") of Mecca Center and its subsidiaries, you hereby acknowledge on behalf of yourself, your heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers in indoor cardio equipment and exercise equipment in association with the Classes and Facilities.

You acknowledge that some of these risks cannot be eliminated regardless of the care taken to avoid injuries. You also acknowledge that the specific risks vary from one activity to another, but range from (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and (3) catastrophic injuries including paralysis and death.

At all times, you shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions given to you by staff. If in the subjective opinion of the Mecca Center staff, you would be at physical risk participating in Mecca Center's Classes, you understand and agree that you may be denied access to the Classes and Facilities until you furnish Mecca Center with an opinion letter from your medical doctor, at your sole cost and expense, specifically addressing Mecca Center's concerns and stating that Mecca Center's concerns are unfounded.

In consideration of being allowed to participate in and access the Classes and Facilities, you hereby (1) agree to assume full responsibility for any and all injuries or damage which are sustained or aggravated by you in relation to the Classes and Facilities, (2) release, indemnify, and hold harmless Mecca Center, its direct and indirect parent, subsidiary affiliate entities, and each of their respective officers, directors, members, employees, representatives and agents, and each of their respective successors and assigns and all others, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages, and liabilities to the fullest extent allowed by law arising out of or in any way related to participation in the Classes or use of the Facilities, and (3) represent that you (a) have no medical or physical condition that would prevent you from properly using any of Mecca Center's Classes and Facilities, (b) do not have a physical or mental condition that would put you in any physical or medical danger, and (c) have not been instructed by a physician to not participate in physical exercise. You acknowledge that if you have any chronic disabilities or conditions, you are at risk in using Mecca Center's Classes and Facilities, and should not be participating in any Classes.

6. CONDUCT/DAMAGES

Mecca Center is committed to the health, safety, and welfare of each of its members and will not tolerate unreasonable, threatening, obscene, harassing, indecent or illegal behavior. Members who do not observe Mecca Center's rules and regulations or who abuse equipment in any fashion will be asked to leave. Mecca Center has the right to judge behavior and respond accordingly. This right includes, but is not limited to termination of a membership without refund to any member engaging in unacceptable behavior. The member shall pay for any damages to Mecca Center property which results from the willful or negligent conduct of any member, member's guest, or member's dependent child. Not all rules and regulations are listed in this agreement. Mecca Center reserves the right to add, change or remove rules, conditions of membership, opening and closing hours, and all services and facilities offered by Mecca Center.

7. PHOTO/VIDEO RELEASE

You hereby grant Mecca Center, its representatives, employees, or agents the right to take photographs and video footage of you and your property while at Mecca Center and to use and publish these photos or videos in print and/or electronically. You agree that Mecca Center may use photographs or video footage of you with or without your name for any lawful purpose, including for such purposes as publicity, illustration, advertising and web content.

11. Lost Articles

Mecca Center assumes no responsibility for lost or stolen articles. Lost and found articles not claimed after 30 days will be donated to charity or thrown away.

12. Smoking, Alcohol, Food and Drink

No smoking is allowed in any part of the facility. Food or drink may be taken into the facilities if it is in a non-breakable, enclosed container. No alcohol is permitted anywhere on the premises.

13. Supervision of Children

(a) Members must be 16 years of age or older unless supervised by a parent or legal guardian at all times.

(b) Guests/Visitors under the age of 16 must be supervised by a parent or legal guardian at all times.

14. Damages

Members shall pay for any damages to Mecca Center property which results from the willful or negligent conduct of member, member's guest or dependent children.

15. Miscellaneous

(a) This Agreement contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this may be waived, altered, amended or repealed, in whole or in part, only upon prior written consent of all parties

(b) Member has read, and fully agrees to the term of this Agreement and understands and agrees that by signing this Agreement (which contains a waiver, release and assumption of risks) Member has given up considerable future legal rights. Member has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him/her. Member certifies and warrants that he/she is 16 years of age or older and mentally competent to enter into this Agreement.

(c) If any portion of this agreement is deemed illegal, void or unenforceable, then the remaining agreement shall remain in effect.