



From Equinox House stationary, circa 1853, Proprietor Charles F. Orvis

MEMBERSHIP BENEFITS

Gold Membership: \$2,400 Annual (10% off when you pay 1-year in full)

\$99 Non-Refundable Admin & Enrollment Fee

- Use of facility: Locker Room, Cardio Equipment, 25 yard lap pool, Outdoor Jacuzzi, Sauna and Steam room
- Unlimited Fitness Classes including Yoga, Pilates, Barre, Zumba & Water Aerobics
- 20% off all spa services
- 10% off Spa Retail
- 10% off in Marsh Tavern, Chop House, Dormy Grill (excludes alcohol)
- (1) Complimentary private training session, then 20% off when you book (5) more
- (10) Complimentary Guest Access Passes
- Unlimited access to tennis courts (summer only)
- One complimentary massage per member, per year (restrictions apply)

Pool Membership: \$1500 Annual (10% off when you pay 1-year in full)

\$99 Non-Refundable Admin & Enrollment Fee

- Use of 25 yard lap pool & outdoor hot tub
- Member-only lap swim hours
- Access to Water Fitness Classes
- (5) Complimentary Guest Access Passes
- 20% off Spa Services
- 10% off Spa Retail

Family Pool Membership: 1 Adult & up to (2) Children under 12 \$2500 Annual (10% Discount when you pay 1 year in full) Additional child \$350; Children under 2 complimentary

\$99 Non-Refundable Admin & Enrollment Fee

- Use of 25-yard Lap Pool & Outdoor Hot Tub
- Water Fitness Classes

MEMBERSHIP APPLICATION

Start Date: _____ End Date: _____ Membership Type: _____

Gold Membership	\$2,400 Annually
Pool Membership	\$1,500 Annually
Family Pool Membership	\$2,500 Annual (1 adult, 2 children under 12)
1-Month (Gold Only)	\$225

Non-Refundable Admin & Enrollment Fee: \$99

* Please list all Member names:

Personal Information:

Name: _____ Email: _____

Preferred payment method: Check _____ Credit Card _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Billing Street Address (if different from above): _____

City: _____ State: _____ Zip: _____

Emergency Contact Information:

Name: _____

Relationship: _____ Telephone #: _____

MEMBERSHIP AGREEMENT

The undersigned hereby applies for membership in the Spa at the Equinox and agrees to abide by the following terms and conditions of membership. Membership may be declined by the Management at its sole discretion.

If accepted as a Member of the Spa at the Equinox, Member agrees to pay the required non-refundable Membership Fee when due and shall be a Member of the Spa at Equinox for a one year period beginning on the date of activation, as determined by the management of the Spa at the Equinox, unless the membership is sooner revoked and terminated as provided for under this Membership Agreement. Once accepted for Membership in the Spa at the Equinox the Member's obligation to pay the Membership Fee is absolute and no refunds will be made. All memberships and per child fees are exclusive of the 7% Vermont State Tax.

Member agrees to abide by all Rules and Regulations, restrictions and limitations as set forth and which may be established at the sole discretion of the management of the Spa at the Equinox from time to time. Further, Member agrees to pay in a timely manner all dues, food and beverage charges and other fees incurred by the Member, Member's family and guests for services or use of the Spa at the Equinox, including any resort facilities membership may grant access to. Member understands and agrees to pay the Membership Fee in advance upon acceptance and that if payment is not received by the due date for any subsequent renewal period then the membership will be revoked and terminated as of the anniversary of the effective date herein and Member's access to and use of the Spa at the Equinox and any accompanying resort access will be denied. Any charges for food and beverage, resort services, and resort facilities that are more than 30 days in arrears shall be subject to a finance charge of 18% per annum. If any charges are more than 90 days in arrears management may suspend the Membership and all rights and privileges therein until the account is brought to a zero balance.

Membership at the Spa at the Equinox permits the Member to use the Spa at the Equinox and receive certain benefits and privileges. All use, benefits and privileges shall be in accordance with the Schedule of Benefits and the Rules and Regulations, both of which are annexed hereto and incorporated by reference, and shall be amended from time to time at the sole discretion of the management.

Membership in the Spa at the Equinox shall not be deemed an investment in the Spa at the Equinox or The Equinox Spa and Resort. Membership does not give any member a vested or prescriptive right or easement to use the Spa and resort facilities. Membership solely provides a revocable license to use the Spa at the Equinox and permitted resort facilities and services in accordance with the Rules and Regulations, the Schedule of Benefits and the terms and conditions herein.

Management reserves the right at its sole discretion to suspend or revoke and terminate a membership in the event a Member's (or their guest or family) behavior violates the Rules and Regulations. Incidents that will cause immediate suspension or revocation and termination of a membership include, but are not limited to, exhibiting disruptive or harmful behavior, mistreating and damaging the Spa's equipment and facilities, or using the hotel's facilities without authorization.

RELEASE AND WAIVER

By signing this Membership Agreement the Member acknowledges that the Spa at the Equinox and resort facilities and equipment are recreational in nature and that Member engages in activities with the understanding that Member is physically capable of using the Spa, resort facilities and equipment. The management recommends all members get clearance from a medical professional before engaging in any Spa related activities. The Member recognizes and acknowledges that neither the Spa at the Equinox nor management or its employees are licensed medical practitioners and Member assumes all risk of any and all accidents or injuries of any kind which may be sustained by the Member, its family and guests during their use of the Spa at the Equinox and resort facilities.

Member hereby agrees to release, hold harmless and indemnify the Spa at the Equinox, The Equinox Resort and Spa, Manchester Hotel Operator, Inc. and Merritt Hospitality, LLC, their affiliates and respective directors, officers, agents, employees, successors-in-interest and assigns (collectively, the "Releasees") from any and all accidents, injuries, damages, claims, and losses incurred by the Member, their family and guests arising from the negligence on part of any of the Releasees. Member further agrees that the Releasees shall in no event be responsible for damages to, lost or stolen articles of clothing or personal property.

ACKNOWLEDGMENT

The Member agrees that this Membership Agreement, and the documents incorporated by reference herein, is the only and entire agreement between the Member and the management of the Spa at the Equinox. The Membership Agreement shall be governed by the State of Vermont. Member acknowledges that the only statements the Member has relied upon in signing this Membership Agreement are contained herein. Member acknowledges receipt of an exact copy of the Membership Agreement and incorporated documents, that Member has read the Membership Agreement and they Member is bound by the terms and conditions contained herein. Member's, including their family and guests', failure to abide by the terms and conditions herein may result in the immediate suspension or non-refundable revocation and termination of Member's Membership in the Spa at the Equinox.

SPA AT THE EQUINOX

Member Signature: _____ Date: _____

Spa Associate Signature: _____ Date: _____

Spa Director Signature: _____ Date: _____