



MEMBERSHIP TERMS AND CONDITIONS

GENERAL GUIDANCE, RULES & REGULATIONS

The Onyx Club retains the right to amend or change its rules, regulations, and restrictions as it deems necessary without advance notice.

AGE REQUIREMENTS FOR FACILITY USE

- Minimum Age Without Supervision: Members and guests must be at least 15 years of age to use the facility without parental or guardian supervision.
- Minimum Age With Supervision: Members and guests ages 12 to 14 may access the facility only when a parent or legal guardian is on site and in close proximity at all times.
- Children Under 12: Individuals under the age of 12 are not permitted to use the facility or its equipment.
- Parental Responsibility: Parents or legal guardians are solely responsible for the supervision, conduct, and safety of their children while on the premises.

HEALTH WAIVER REQUIREMENT

All Members are required to have a current Health Waiver on file prior to accessing or utilizing The Onyx Club facilities or services. The Health Waiver must be reviewed, completed, and electronically signed by the Member (or by a parent/guardian in the case of a minor) and will be securely stored within The Onyx Club membership portal, accessible through both the mobile application and web platform. Membership privileges, including facility access, may be suspended until a valid Health Waiver is executed and on file.

DRESS AND FOOTWEAR

The Onyx Club has established a dress standard for general hygiene reasons and for the comfort of all our members. Shirts and shoes are required throughout the Onyx Club at all times. For your safety, **open toed shoes are not allowed** in the weight room or cardiovascular workout areas. Bare feet are NOT allowed inside the club at any time.



Sauna and Steam: Workout attire or bathing suits are required. No gym shoes, sneakers allowed in steam rooms.

Pools and Spas: Proper swimwear required in all bodies of water; no cotton clothing. Polyester and synthetic attire are permitted. Members should rinse in a shower before entering a pool or spa.

TOWELS

Shower & Workout Towels are available at towel stations for our members' convenience. In an effort to conserve water used for laundering, we ask members to restrict their towel usage. Please do not take Onyx Club towels offsite and always place your used towels in the receptacles provided.

LOCKERS

Complimentary, day use lockers are available in the Locker Rooms for members and guests while using the Onyx Club and are for day use only. Items left overnight will be removed from the lockers and held at the Front Desk in our Lost and Found.

PERSONAL VALUABLES

The Onyx Club does not assume liability for any items brought into the facility [and](#)/or left on club premises. Lockers are not designed to protect valuables. Please leave all of your items of value at home. The Onyx Club shall not be held responsible or liable for any damage to or loss of property while the member/guest on premise.

LOST AND FOUND

Items found will be placed in Lost and Found located at the Front Desk. Unclaimed personal property will be held at the Onyx Club for a maximum of thirty days.

PERSONAL CONDUCT OF MEMBERS

All Members are expected to conduct themselves in a polite and respectful manner at all times. Loud and rambunctious recreation often disturbs other members who wish to relax and enjoy the Club. Failure to comply with Club policies will result in suspension of club privileges.



In the event of the club's decision to terminate a membership under these circumstances, the unused portion of any advanced payment shall be forfeited to Onyx Club. Any allegation of vandalism, theft of, or blatant maltreatment of Club property, will automatically result in suspension and/or revocation of membership privileges.

Partnership Discounts

All discounts, promotional codes, and special offers provided through Onyx Club's partner network are intended for the exclusive use of the named member. These benefits are non-transferable and may not be shared, distributed, or redeemed by non-members. Any unauthorized sharing of discount codes or redemption methods may result in suspension or termination of membership privileges.

MEMBERSHIP FEES AND CHARGES

CHANGES

Except as otherwise provided herein, all membership fees and charges are subject to change by the Onyx Club at any time. The Onyx Club shall provide advance written notice of such changes to members. Any membership change requests to the contract terms must be in writing to the Director Of Fitness. Member's requested changes will be confirmed by email.

AUTO PAY/AUTO RENEWAL

All membership dues will be automatically processed through WellnessLiving. Monthly payments will recur on the date the membership agreement is executed. Six-month and twelve-month membership terms will automatically renew at the conclusion of the initial term, unless otherwise canceled in accordance with the MEMBERSHIP RESIGNATION POLICY. For complete details, please refer to the MEMBERSHIP RESIGNATION POLICY section.

BILLING

Members are required to maintain accurate and up-to-date billing information on file at all times. Billing information may be added, updated, or changed at the Member's discretion.



through the WellnessLiving mobile application, the WellnessLiving web portal, or in person at The Onyx Club front desk. It is the Member's responsibility to ensure that valid payment information is provided and maintained to avoid any disruption of services or assessment of fees. The Onyx Club is not responsible for any late fees, declined payments, or service interruptions resulting from inaccurate or outdated billing information.

BILLING DISCREPANCIES

It is the member's responsibility to ensure that correct action has been taken on their account and must notify the Onyx Club of any billing discrepancies within 30 days of the charge. The Onyx Club is unable to take action on billing discrepancies that have already been disputed with outside financial institutions. Payments more than 30 days old are not refundable.

LATE PAYMENT & DECLINED TRANSACTIONS

In the event a payment is declined or cannot be processed, the Member will be notified and required to provide updated billing information immediately. A **late payment fee of \$25.00** may be applied to any account not brought current within **14 days** of the original due date. Membership privileges, including facility access, may be suspended until the account balance is paid in full. The Onyx Club reserves the right to pursue collection of unpaid balances, including reasonable administrative or collection costs incurred as a result of delinquent accounts.

MEMBERSHIP HOLD POLICY

Hold Eligibility: 6 & 12 month membership terms only.

- A membership may be paused one time per membership term.
- The hold must be for a minimum of 30 days and a maximum of 90 days.
- The total duration of the hold will be added to the end of the original membership term extending the term completion date.
- The new term end date will be referenced for cancellation requests.
- Monthly guest passes will be suspended during the pause hold.
- Hold requests must be submitted in advance and are subject to approval.
- Hold requests must be made at least 15 days prior to the requested start date.
- Pauses are not retroactive and cannot be backdated.



AT BLACK ROCK MOUNTAIN RESORT

- Members will not be charged standard membership dues during an approved pause period.
- A **\$10 per month (30 days)** administrative fee will apply during the pause and be billed at time of member's current auto pay date.

MEMBERSHIP RESIGNATION POLICY

- Memberships are contracted for full terms (3, 6 or 12 months).
- All membership resignations must be through written notification via email to the Director of Fitness.
- Resignation of membership will complete 30 days after the written request is confirmed and approved by the Onyx Club Director of Fitness.
- All auto pay payments between the resignation request and final termination date will occur without interruption.
- The last billing amount charged through auto pay will not be pro-rated.
- Membership Set Up Fee is non refundable.
- If a resignation request is made within the contracted term, a \$200 early cancellation fee or remaining balance of dues (lesser of the two amounts) will be billed on the last billing cycle date.
- 6 & 12 month memberships will auto renew after term expires. After the initial term is complete, the membership will become month to month.
- Pay in Full memberships are not eligible for early cancellation.
- Note: It is the member's responsibility to ensure the notice is received and acknowledged by the Director of Fitness.

COLLECTIONS

Member agrees that the Onyx Club shall be entitled to all of its costs of collection, including attorneys' fees, in the event of any default by Member of any financial or monetary obligation owing hereunder. The Onyx Club reserves the right to charge interest on past due balances to the extent allowed by law. In the event of any default by Member hereunder, in addition to any other authorized methods of communication, the Onyx Club may contact Member by way of automated and pre-recorded telephone calls and text messaging at the telephone and/or cell phone number(s) Member has provided to seek payment, but not for marketing or other purposes unless member has provided express written consent thereto.



RELEASE OF LIABILITY AND ASSUMPTION OF RISK

You hereby acknowledge that use of and access to the premises, facilities, services and equipment of the Onyx Club involves a risk of injury to you, your guests and family, whether caused by the actions or negligence of you, someone else, The Onyx Club, or its employees.

Risks range from minor injuries to major injuries, such as catastrophic injuries including death. Upon your acceptance of membership through this contract, you understand and voluntarily accept this risk and agree that the Onyx Club, its employees, owners, officers, directors, agents, assigns, volunteers, and independent contractors will not be liable, and you forever give up and waive any claims or demands, for any injury, including, without limitation, personal, bodily, or mental injury, death, economic loss or any damage to you, your spouse, guests, unborn child, or relatives resulting from the negligence of the Onyx Club, anyone on the Onyx Club's behalf or anyone else, whether related to fitness and exercise activities or not.

You agree to indemnify, defend and hold the Onyx Club harmless from any loss, liability, damage or defense costs, including attorney's fees it may incur, in connection with claims for personal injury, bodily injury, wrongful death or property damage (i) caused by your negligence or other wrongful acts or omissions, or (ii) brought by you, your guests, or minor children, even if the Onyx Club was negligent.

You further agree that the Onyx Club will not be responsible or liable for any loss, theft, or damage to any of your property in or about the premises of the Onyx Club including, but not limited to, any personal property left in a locker or automobile.

You further agree that the foregoing Release of Liability and Assumption of Risk is intended to be as broad and inclusive as is permitted by the laws of Utah and that if any portion hereof is held invalid the balance shall continue in full force and effect.

INAPPLICABILITY TO OTHER CONTRACTS

Any agreements related to personal training or other services are separate and not incorporated or a part of this contract. Those services are governed by separate agreements and contracts, including separate cancellation and payment provisions.



AGREEMENT TO ARBITRATE

In the event of any dispute (other than one filed in a court that is limited to adjudicating small claims) between member and the Onyx Club, (the Onyx Club, as used in this provision, includes its officers, directors, employees and agents), member and the Onyx Club each waives its right to a jury trial and consent to arbitrate that dispute before a single arbitrator rather than litigate the dispute in court.

Member and the Onyx Club also agree that each may bring claims against the other only in an individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. In addition, member also agrees not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving the claims of another person, if the Onyx Club is a party to the proceeding.

Arbitrator will resolve any issues over application or enforcement of this clause. The arbitrator, and not any Federal, State, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Contract and the validity of this arbitration provision, including, but not limited to, any claim that all or any part of this Contract is void, voidable or unconscionable.