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www.clubhouse.fitness

Membership Application and Agreement

I/We desire to become members of ClubHouse Fitness and hereby provide the following information of our application:

Member(s) Information:

Name: _____

Address: _____

Phone: _____ Email Address: _____

EMERGENCY CONTACT:

Name: _____ Relationship: _____

Daytime Phone: _____ Evening Phone: _____

Please Provide Copy of Driver's License and

Vehicle Year, Make, Model: _____ License Plate#: _____

Membership Type:

_____ Individual \$ 45.00 Member Name: _____

_____ Couple \$ 75.00 Member Name: _____

_____ Senior \$ 40.00 Member Name: _____

_____ Senior Couple \$ 70.00 Member Name: _____

_____ Student (See Management for Details) \$ 25.00 Member Name: _____

_____ Family (3-5 Family Members) \$ 125.00 Member Name: _____

Member Name: _____ Member Name: _____

Member Name: _____ Member Name: _____

Fees and Dues:

Enrollment Fee: To establish and qualify for membership, member agrees to pay a one-time enrollment fee of \$45.00. Enrollment fee is non-refundable.

Monthly Dues for the membership selected are \$ _____ per month. Monthly dues for the following month, along with authorized member charges will be collected by recurring

credit/debit payable to ClubHouse Fitness by the 5th of the month, unless previously paid by other means. All members must pay by credit/debit and must provide card information in order to establish recurring monthly payments. In the event we are unable to collect payment, the member will be notified and payment must be made no later than the 10th day of the month in order to maintain membership privileges. If payment is not received by the 10th of the month, access to ClubHouse Fitness will be denied until payment has been received.

- I understand that all agreements are on a month-to-month basis and will automatically renew on a month-to-month basis until cancelled by the member. _____ (Initial)
- I understand that non-use of ClubHouse Fitness does not cancel your membership and that dues are required to be paid unless other arrangements have been made with the Management (owners) of ClubHouse Fitness. _____ (Initial)
- ClubHouse Fitness dues must be current at all times or fitness membership will be suspended or terminated.

Payment Summary:

_____ Month-to Month Billing

_____ *One Year Paid In Full

*($\$50.00$ Off Individual/Senior or $\$75.00$ Off Couple)

Payment Authorization Agreement:

Membership Number: _____

Payment Method(**check one**):

_____ Recurring Debit _____ Recurring Credit

Acceptance and Agreement

I/We (Member) hereby agree to accept and abide by the terms of this Membership Application and Agreement. I/We understand that this membership agreement is on a month-to-month basis unless cancelled by me (either of us). _____ **Initials** _____ **Initials**

I/We(Member) hereby authorize ClubHouse Fitness to effect payment for monthly dues and approved membership charges for the duration of my/our membership through recurring debit/credit transactions, unless other form of payment is specified. This authorization is to remain in full effect until ClubHouse Fitness has received **WRITTEN THIRTY DAYS NOTIFICATION** from me (either of us) or cancellation in writing and delivered in person.

_____ **Initials** _____ **Initials**

1. **PROVISIONS.** ClubHouse Fitness will provide a fully equipped exercise facility including an area with stationary bicycles, elliptical, treadmills, circuit training equipment and free weight area. ClubHouse Fitness facilities may be unavailable during a period of repair and maintenance or special events, programs or private parties, or by Management's schedule for these events. **In order to keep the facility in the best possible condition a portion of ClubHouse Fitness may be closed for a temporary time period for repairs and renovations. There will be no adjustment in dues for this period of closure.**
2. **MEMBER'S HEALTH WARRANTY.** The member warrants and represents that the member or any family member or guest entitled to use the facilities of ClubHouse Fitness under the terms of membership, has no disability, impairment, or ailment

preventing him/her from engaging in active or passive exercise, or that will be detrimental or adverse to such person's health, safety, or physical condition if he/she does so engage or participate. The Member acknowledges and agrees that: 1) ClubHouse Fitness will rely on the foregoing warranty in issuing the Membership; 2) ClubHouse Fitness shall have no obligation to perform a fitness assessment or similar testing to determine the Member's physical condition; 3) if any fitness assessment or similar testing is performed by ClubHouse Fitness, it is solely for the purpose of providing comparative data with which the Member can track progress in a program and is not for diagnostic purposes. 4) ClubHouse Fitness shall not be subject to any claim, demand, or injury whatsoever on account of the evaluation or interpretation of such fitness assessment or similar testing. 5) ClubHouse Fitness shall not be liable for any injury arising out of the member's disability impairment or ailment preventing him/her from engaging in active or passive exercise, or that would be detrimental or adverse to such person's health, safety or physical condition if he/she does so engage or participate. Each member and guest should be aware of his/her medical history and should consult with a physician prior to engaging in exercise or continuing to exercise if a medical condition appears or appears to be developing.

- 3. LIABILITY AND WAIVER OF LIABILITY.** Each member of the ClubHouse Fitness shall be liable for any property damage and/or personal injury (caused by the Member, Member's Family, Guest or any other person) at ClubHouse Fitness or any activity or function operated, arranged or sponsored by ClubHouse Fitness. It shall be the obligation of the member to pay for any costs involved upon presentation of a statement thereof. Any and all use of ClubHouse Fitness, or participation in ClubHouse Fitness activities operated, arranged or sponsored by ClubHouse Fitness either on or off of ClubHouse Fitness's premises by the Member, Member's family or Guest(s) shall be AT SUCH PERSON'S OWN RISK, and ClubHouse Fitness shall not be liable for any injuries or damages to such person, or the property of such person, or be subject to any claim, demand, injury or damages. The Member individually, and on behalf of the Member's personal representative, heirs, administrators, assigns and successors does hereby expressly forever release and discharge ClubHouse Fitness, its successors and assigns, as well as its officers, agents and employees from all such claims, demands, actions, or causes of action.
- 4. SUSPENSION/TERMINATION OF MEMBERSHIP BY MANAGEMENT.** Management has the right to suspend and/or terminate any membership for non-payment of dues, fees, or for behavior inimical to the enjoyment of ClubHouse Fitness's other members and staff for any reason deemed sufficient in the sole discretion of Management.
- 5. BUYER'S RIGHT TO CANCEL OR TERMINATE.** Members have the right to cancel this contract within three (3) business days after receipt of this contract. **Cancellation must be in writing** and delivered to ClubHouse Fitness **in person**. _____ (Initial). Dues for the final month will be pro-rated and billed during the final month. In the event of a three (3) day cancellation, ClubHouse Fitness will refund all enrollment fees and dues paid. **Month-to-Month Members may voluntarily terminate membership at**

any time for any reason by: 1) notifying ClubHouse Fitness in writing or delivered in person or left in Drop Box, 30 days prior to cancellation and; 2) paying all current charges prior to termination. ClubHouse Fitness Enrollment Fees are non-refundable except as indicated above.

6. **UNPAID BALANCES.** All balances which are 15 days past due are subject to a \$25.00 monthly service fee. In addition to other rights, Management reserves the right to:
 1. **Collect the current and past due balance.**
 2. **Suspend and/or terminate membership privileges.**
 3. **Recover from Member(s) any collection fees, court costs, and reasonable attorney's fees agreed to be 30% of the entire balance due and owing.**
 4. **Collect a service fee of \$30.00 for any check or draft payable to ClubHouse Fitness which is not honored.**

7. **AGREEMENT AND RELEASE OF LIABILITY.** ClubHouse Fitness will provide access to the building using a keypad lock system. **I acknowledge the supervision is not always provided at the facility.** I acknowledge that use of the keypad lock system by someone other than me will result in loss of membership. _____ **Initials**

8. **ENTIRE AGREEMENT.** This Agreement and Bylaws constitute the entire and exclusive membership agreement between parties. Any promise, representation, understanding, oral or written, pertaining directly or indirectly to the agreement which are not continued herein, are hereby waived.

9. **CHILDREN.** Please note that ClubHouse Fitness does not allow children under the age of 14 inside the gym at any time. Children that are on a family membership are allowed if they are age appropriate (14+). Any child aged 14-16 must be accompanied by an adult.

10. **I certify that I have read and understand the above conditions relating to this Membership Agreement with ClubHouse Fitness.**

Signature of Member

Date

Accepted by

Signature of Member

Date

Signature of Member

Date

Signature of Member

Date

Signature of Member

Date