

## **SUMMARY OF MEMBERSHIP POLICIES**

1. MEMBER, by executing this Agreement, does hereby join FIT44 and such membership entitles the MEMBER to use the facilities. The MEMBER is entitled to use the facility only and MEMBER shall be required to provide MEMBER's own athletic equipment and clothes.
2. MEMBER agrees to abide by all membership regulations of FIT44. MEMBER agrees to comply with stated and customary rules for participation and use of equipment. Unless cancelled as provided in this Agreement, MEMBER will be responsible for all payments due and owing under this Agreement, even if MEMBER does not use the facilities and services. However, in the event of death or disability, liability for fees will terminate as of the date of death or disability. If FIT44 becomes temporarily unavailable due to an event such as fire, flood, or the like, we will extend the MEMBER's membership privileges for the period the facilities were unavailable.
3. If MEMBER violates this Agreement and the terms contained therein or any of the rules and regulations for use of the facility, FIT44 may suspend the MEMBER's right to use the facility until such time as the MEMBER provides FIT44 with reasonable assurance of future compliance. During the period of any such suspension, the MEMBER shall not be entitled to a credit for any prepayment of dues or other fees due or paid pursuant to this Membership Agreement. In the event MEMBER continues to violate the terms of this Agreement or the rules and regulations governing the facility, the MEMBER's membership may be terminated by FIT44, and the balance of the contract declared due and payable in full immediately.
4. MEMBER agrees that he/she shall not engage in any type of commercial or business activity while using the facilities. MEMBER shall not act as a trainer for any other MEMBERS or guests and any acts which constitute such business activities are strictly forbidden. If MEMBER engages in such commercial or business activities MEMBER's membership shall be subject to immediate cancellation and the balance of the contract declared due and payable in full immediately.
5. MEMBER agrees that MEMBER shall abide by the dress code at all times while in the facility. Do not wear blue jeans or any pants/shorts that have blue jean type seams or rivets. Flip-flops or bare feet are not allowed for safety purposes.
6. MEMBER agrees that MEMBER shall not use loud or profane language on the premises nor shall MEMBER molest, badger, assault or harass other MEMBERS, guests or employees. If MEMBER engages in such behavior, MEMBER's membership shall be subject to immediate cancellation, and the balance of the contract declared due and payable in full immediately.
7. MEMBER understands that FIT44 prohibits the use of any drugs or steroids on the premises. MEMBER acknowledges and is aware that steroids can cause numerous physical, mental, and emotional problems relating to physical maturity and growth and may cause heart disease, strokes, liver dysfunction, sterility and infertility, and many other adverse health problems. MEMBER recognizes and acknowledges that there are serious criminal and civil penalties for the illegal possession, sale, use, trading, or exchange of steroids and no such activity is allowed upon FIT44 premises.
8. MEMBER agrees that if MEMBER fails to use the gym facilities that shall not release the MEMBER from the obligation to make all payments required by the terms of this Membership Agreement.
9. MEMBER allows FIT44 and its employees and agents the right to photograph, record, and/or otherwise reproduce MEMBER's likeness, name and/or voice in, and in connection with, the exhibition, display or other reproduction of any photograph, motion picture, video recording, audio recording or similar reproduction in which it may be used and/or incorporated. FIT44 may use the photograph, motion picture, audio recording, video recording or other reproduction for advertising, internet, or other purposes.
10. The MEMBER should attempt to resolve with FIT44 any complaint the MEMBER may have.

11. Should this Agreement be placed in the hands of an attorney for the violation of any provision contained herein, the parties agree FIT44 shall be entitled to recover all costs and expenses resulting there from, including a reasonable amount as attorney's fees.

12. The parties hereby agree that the whole agreement between the parties relating to the subject matter hereof is contained in this Agreement and shall supersede any prior understandings, arrangements, commitments, or undertakings of the parties, whether written or oral, express, or implied.

13. This Agreement may not be amended or modified except by an instrument in writing executed by the parties hereto.

14. MEMBER authorizes FIT44 to contact them by email, telephone, or by other means.

15. FIT44 retains the right to modify these policies without warning. Reasonable rules and regulations may be posted in the Membership Guide or on FIT44 premises from time to time and all MEMBERS shall be subject to strict compliance therewith. The most current copy of the Membership Guide can be found at [www.fit44gym.com](http://www.fit44gym.com).

### **SAFETY NOTICES**

- This facility is under 24-hour recorded video surveillance, which may be retained by FIT44 for subsequent review, and MEMBER access card usage is logged.
- MEMBER may not bring in guests at any time without the prior written consent of the facility staff. Furthermore, if this policy is violated, at the sole discretion of the facility management, the MEMBER may be charged a guest fee and/or have their membership suspended or canceled, the balance of the contract declared due and payable in full immediately, and be assessed a penalty of up to \$250.00. MEMBER may not allow anyone else to use their access card and must alert FIT44 immediately if it is lost or stolen. Violating this policy carries the same penalties as violating the guest policy.
- MEMBERS who do not have their key access card will not be allowed into the facility when an employee or trainer is not present.
- Personal training services provided in this facility may be provided either by employees of FIT44 or by independent contractors operating their own business.
- MEMBER has access to a free orientation to the facility and the proper use of all equipment. It is the MEMBER's responsibility to request this orientation.
- It is MEMBER's responsibility to wipe down all equipment after each use and re-rack the weights they use.
- MEMBER is required to use the safety features of the equipment. If you are unsure of how to use a machine, you should obtain instructions from the staff or personal trainers.
- Horseplay, vulgar language, abuse of the equipment, working out while intoxicated, or other inappropriate behavior will not be tolerated and may result in the suspension or cancellation of the MEMBER's membership, and the balance of the contract being declared due and payable in full immediately.