

FIT44

Membership Agreement

First & Last Name _____

Address _____ City/State _____

Phone _____ Birthdate _____

Email _____

Emergency Contact Name _____

Emergency Contact Number _____

Membership Type *(please check one)*

Individual Annual (\$420) Individual Monthly (\$35) Month to Month (\$50)

Couple Annual (\$600) Couple Monthly (\$50)

Family Annual (\$720) Family Monthly (\$60)

Senior Individual Annual (\$360) Senior Individual Monthly (\$30)

Senior Couple Annual (\$540) Senior Couple Monthly (\$45)

If purchasing a couple or family membership, please provide the names of those living in your household who will be utilizing the membership (spouse/children)

_____	_____
_____	_____
_____	_____

By signing below you agree that the above information is correct and that you have reviewed, and agree to, the terms and conditions provided.

Print

Date

Signature

Please return this form along with payment to Travis Allgood at Allgood Family Chiropractic 1208 Central Ave. Auburn, NE 68305. Please make checks payable to FIT 44.

TERMS AND CONDITIONS

MEMBER ASSUMPTION OF RISK AND RELEASE

I understand the risk of injury from gym activities and using any gym equipment is significant, including the potential for permanent paralysis and death, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown. I acknowledge that this is an UNSUPERVISED GYM and I assume all risks associated with using exercise equipment and exercising alone without the aid and presence of gym staff on the premises. I HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS FIT44, ITS OWNERS AND EMPLOYEES WITH RESPECT TO ANY AND ALL INJURY,

DISABILITY, DEATH, LOSS OR DAMAGE to person or property that may arise out of or in connection with my use of any of the equipment or the facilities of the gym or any incident that occurs while using such facilities, or otherwise related to my membership. I expressly agree that this release is intended to be as broad and inclusive as permitted by applicable law and if a portion of this release is held invalid, the balance shall remain in full force and effect.

This release shall apply to my heirs, assigns, personal representatives and any other next of kin. I understand that FIT44 is relying on this release in agreeing to enter into this Agreement. I HAVE READ THE RELEASE OF LIABILITY AND ASSUMPTIONS OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

ADDITIONAL TERMS AND CONDITIONS – I hereby confirm that I am aware of and agree to the terms and conditions of this document. NOTICE: ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER

AUTHORIZATION FOR PRE-AUTHORIZED PAYMENTS (ONLINE PAYMENTS ONLY)

I hereby authorize the Designated Billing Company selected by FIT44 to draw items (checks, electronic fund transfers, charge card) for the purpose of paying the membership dues, including any late fees or service fees, as well as other purchases, via the financial account connected to my membership agreement.

Subject to the following conditions: (1) The items shall be drawn on or about the date or dates of the Payment Plan. The transactions on your bank statement will constitute receipts for payment on your account. (2) If the regular payments set forth on the Payment Plan should vary in amount, you are entitled to receive notice at least 10 days before the payment is due, when it will be made and how much it will be. (3) The privilege of making payments under this arrangement may be revoked by FIT44 if any item is not paid upon presentation. (4) If this pre-authorization payment arrangement is revoked for any reason, this does not release you from your obligation (Payment Plan). (5) A service fee will be assessed and drafted for any check, draft, credit card, or order returned for insufficient funds or any other reason. A late fee will be assessed and drafted should any monthly payment become past due.

ADDITIONAL TERMS AND CONDITIONS

RIGHT TO REFUSE SERVICE: FIT44 hereby reserves the right to refuse service.

DEFAULT AND LATE PAYMENTS: Should you default on any payment obligation as called for in this agreement, FIT44 will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs, and attorney fees. A default occurs when any payment due under this agreement is more than ten days late. Should any monthly payment become more than ten days past due, you will be charged a late fee. An additional service fee will be charged for any payment returned for insufficient funds or any other reason.

RIGHT TO CHANGE DESIGNATED BILLING COMPANY: FIT44 hereby reserves the right to change the Designated Billing Company at their discretion and without warning. If such a change is made, the full terms and conditions of this agreement will continue to apply and you agree to authorize the new Designated Billing Company to continue drafting your account.

ARBITRATION: All disputes (except small claims under \$1,000) will be settled by binding arbitration before a single arbitrator under the authority of the Federal Arbitration Act, conducted by and in accordance with the rules and procedures of the American Arbitration Association. The arbitration will take place in Nemaha County, Nebraska unless otherwise agreed. The decision of the arbitrator will be final and binding on all parties and may be enforced by a judgment entered upon the arbitration award by any state or federal court in this state.

MEMBERSHIP FREEZE POLICY: If you have a term membership (i.e. 12-month, etc.) you may freeze time on your membership for a medical reason. Freezes can be from 30 to 90 days at a time. We may ask for documentation to verify your situation. Freezing time on your membership does not stop your membership payments. You are still liable for your original payment schedule. Once you resume any usage of the gym, the freeze will terminate. Time of any freeze will be credited to the end of your membership's original term.

MAINTENANCE OF FACILITIES: FIT44 may be temporarily closed for periods of up to 2 weeks each year for maintenance purposes. FIT44 reserves the right to add a periodic facility maintenance charge. If a Facility Maintenance Charge is implemented in the future, you will be given a minimum of a 60 day notice of the amount owed and due date. You authorize the Designated Billing Company to automatically draft this amount along with your regular membership dues.

MEMBER OBLIGATIONS: (1) MEMBER agrees to abide by all FIT44 policies, follow the directions of the staff regarding safety and security issues, and to treat the staff and other MEMBERS with courtesy. (2) MEMBER agrees to pay monthly dues on time, including notifying FIT44 promptly if banking or credit card information used for automatic payment changes, or to be charged a declined payment fee and/or a late fee per delinquent payment.

(3) MEMBER agrees to pay all costs of collection incurred by the holder of this agreement if this account becomes more than 60 days past due. (4) MEMBER agrees to continue to fulfill the financial obligation of this agreement, except as allowed below.

BUYER'S RIGHT TO CANCEL

1. If you wish to cancel this contract, you may cancel by making or delivering written notice to FIT44. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed before midnight of the third business day after you sign this contract. The notice must be delivered or mailed to: 1116 J Street Auburn, NE 68305. If canceled within three business days, you will be entitled to a refund of all monies paid.
2. The contract may be cancelled if the buyer dies or becomes physically unable to use a substantial portion of the services for 30 or more consecutive days. If the buyer becomes physically unable to use a substantial portion of the services for 30 or more consecutive days and wishes to cancel his contract, he must provide FIT44 with a signed statement from his doctor, physician assistant, or nurse practitioner verifying that he is physically unable to use a substantial portion of the gym services for 30 or more consecutive days. Upon receipt of notice of the buyer's intent to cancel, FIT44 shall refund to the buyer funds paid or accepted in payment of the contract in an amount computed as prescribed in subsection 6 below. In the case of disability, FIT44 may require the buyer to submit to a physical examination by a doctor, physician assistant, or nurse practitioner agreeable to the buyer and the gym within 30 days of receipt of notice of the buyer's intent to cancel. The cost of the examination shall be borne by FIT44.
3. FIT44 retains the right to cancel or suspend the membership of any person for any reason. If such cancellation or suspension is made due to violation of the gym policies, violation of terms of this contract, or due to damage rendered by you or your guests, you will remain responsible for the financial obligations of this contract as well as a cancellation fee of \$50. In the case where the facility or its contents are damaged, you will furthermore be responsible for the repair or replacement thereof.
4. The buyer shall notify FIT44 of cancellation in writing, by certified mail, return receipt requested, or personal delivery, to the address of the gym as specified in the gym contract.
5. If the customer has executed any credit or lien agreement with FIT44 or its representatives or agents to pay for all or part of gym services, any such negotiable instrument executed by the buyer shall be returned to the buyer within 30 days after such cancellation.
6. If you cancel after the three business days, FIT44 may retain or collect a portion of the contract price equal to the proportionate value of the services or use of facilities you have already received. All refunds for cancellation of membership shall be paid within 30 days of the gym's receipt of written notice of cancellation by the buyer and calculated by: A. Dividing the contract price by the term of the contract in days; B. Multiplying the number obtained in subdivision A by the number of days between the effective date of the contract and the date of cancellation; and C. Subtracting the number obtained in subdivision B from the total price paid on the gym contract.
7. Any payments due prior to cancellation taking effect will still be due and payable. Your account must be current before any cancellation will take effect. To cancel for any of the above reasons, send or deliver a written notice to FIT44.

MEMBERSHIP POLICIES

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.

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.