



New Member Form

Staff Provided Barcode #

Personal Data

First Name _____ Last Name _____ DOB: _____

Email Address: _____ Phone: _____

Address _____ City _____ State/Zip _____

Workplace _____

Family Membership Plan (please list family members, relationship and age)

Family Member Name	Address, City, State and Zip	Phone Number	Date of Birth	Barcode

Emergency Contact Information - Required

Name _____ Phone _____ Relation _____

Payment Details: *Please fill out all information*

Automatic Bank Withdrawal

I Authorize Fitness Connection To Automatically Withdraw From The Following Bank Account For Membership.

Name Of Bank: _____

Routing Number: _____ Account Number: _____

Automatic Debit / Credit Card Withdrawal

I Authorize Fitness Connection To Debit/Charge The Following Card For Membership.

Name On Card: _____ Card Number: _____

Expiration Date: _____ / _____

Pay In Full (Cash, Check, Credit Card)

Pay for _____ months at the rate of \$_____ + tax and receive _____ months more free. After the term of 12 months is up, if you wish to continue your membership, you will need to renew your agreement.

ACKNOWLEDGEMENT

Before signing this document, I have read, understand and hereby agree to the terms and conditions of membership as explained on the back of this form and know if it affects my legal rights. I agree to pay the fees set forth above. I further acknowledge that I must give 30 day written advance notice of cancellation of any automatic debit to my credit/debit card or bank account, and to cancel my membership. **DO NOT SIGN WITHOUT READING BOTH SIDES. BY SIGNING THIS FORM, I ACKNOWLEDGE THAT I HAVE READ THE NEW MEMBER FORM, INCLUDING BUT NOT LIMITED TO THE TERMS OF MEMBERSHIP & CONDITIONS, RELEASE & INDEMNITY, AND ADMINISTRATION AND AGREE TO SAID TERMS.**

SIGNATURE OF HEAD PERSON ON PLAN: _____ Date: _____

STAFF USE ONLY:

Pro Rate: _____ + Sign up Fee _____ = _____ Paid: (check, cash, or card)

Next Month Payment + Tax: _____ Plan Type: _____ Staff: _____

Membership Terms & Conditions:

The undersigned, hereinafter referred to as "Member", hereby purchases a Fitness Connection membership from the undersigned center on the terms and conditions set forth below and promises to pay for such membership in accordance with the terms set forth. The membership price includes processing and facilities usage and is subject to such reasonable rules and regulations, including hours and days of operation as may be in effect from time to time at Fitness Connection.

Fitness Connection's Right to Suspend or Cancel: Fitness Connection reserves the right to suspend or terminate this membership in its sole and arbitrary discretion.

- a. **Late Charges, Return Items, and Collection costs:** If any payment, including the processing fee, is more than 15 days late, the member will be charged \$25 plus all past due balances. If you make a payment that is returned or if an electronic or credit card payment is rejected for any reason, you agree to pay in addition to that payment, late charges and all other charges assessed by the bank plus \$15.00. Failure of The Club to demand or collect a late charge on any one payment is not a waiver of the right to collect late charges on any other late payment. Member agrees to pay all collected costs, including, but not limited to, reasonable attorney fees, and late charges in the event of any breach.

- b. **Membership:** *This membership is not transferable and member may not sell, assign or transfer this agreement, his/her membership card or membership at Fitness Connection or any other right or privilege, and any such attempted sale, assignment or transfer shall be null and void. Fitness Connection is a 24/7 access club. Please secure your membership card at all times and do not loan your card to anyone.** Please make sure the door is completely closed when you enter and leave the facility. Failure to comply with Fitness Connection's policy could put yourself and others at risk and could result in you losing your membership privileges. Any member giving access to a non-member or expired member will automatically be charged \$10.00 for each guest's use and/or forfeit their membership. Fitness Connection is very strict with this policy for the safety and security of all our members.*

No changes to this contract are permitted. No oral changes or cancellation privileges are permitted. Member verifies that no oral/electronic promises or any privileges or representation have been made and that this written contract is the entire agreement.

Waiver and Release: I am aware that physical exercise is a calculated risk activity and that using Fitness Connection's exercise machines, free weights, tanning, personal training services, and any other facilities and related services offered by Fitness Connection involves inherent risks and dangers, including loss of or damage to personal property and serious personal injury or death. I am aware of and understand the scope, nature and extent of the risks involved in the activities contemplated by this Release and Waiver. I voluntarily assume and freely choose to incur any and all such risks of loss, damage, or injury, including death, including, but not limited to, the risk of harms caused in whole or part by the unintentional conduct of Fitness Connection.

AUTHORIZATION AGREEMENT FOR EFT

I (We) authorize Fitness Connection to electronically debit (EFT) my/our account. The deductions may continue until Fitness Connection and the bank have received written notice from the member of its termination. The account may be debited 5 days before or after the bill date. Member authorizes Fitness Connection to debit my/our account for all sums which are owing including any increase provided for in this agreement and any and all sums that become due, including but not limited to processing fees, late fees, outstanding initiation fees, any other delinquent amount and all taxes enacted by any governing authority. Member has given Fitness Connection a deposit slip, voided check or credit card authorization form with the required bank information and account numbers. That specific authorization is attached to this contract and incorporated at this point by reference as if it were fully set forth.

Photograph & Video Release Form

I hereby grant permission Fitness Connection to the rights of my image, likeness and sound of my voice as recorded on audio or video tape without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording. I also understand that this material

may be used in diverse educational settings within an unrestricted geographic area. By signing this release I understand this permission signifies that photographic or video recordings of me may be electronically displayed via the Internet or in the public setting.

CONTRACT PROVISIONS: RULES & REGULATIONS:

Members are required to observe and comply with these Regulations and Rules. Fitness Connection reserves the right to make changes from time to time and these changes shall be posted at the premises.

- a. **Facility Rules:** Positively no smoking/drinking on the premises. Fitness Connection is not responsible for any lost, stolen or damaged articles. Member may not bring weapons, alcohol, or drugs on the premises. Member may not perform any personalized training with any member or non-member without the express approval from the Owner/Manager of The Club.
- b. **Dress Code:** Appropriate covered footwear and shirt must be worn at all times while in the facility. No open toed or open heeled shoes are allowed.
- c. **Club Usage:** As a member of Fitness Connection, you will have 24-hour, seven-days-a-week access to the center with Memberships in good standing. There is no limit to how much time you spend utilizing the center. Please secure your membership card all times and do not loan your card to anyone. If you are unable to present your membership card if asked, you will be asked to leave the premises. Please make sure the door is completely closed when you enter and leave the facility. Failure to comply with Fitness Connection's policy could put yourself and others at risk and could result in you losing your membership privileges. ANY MEMBER GIVING ACCESS TO A NON-MEMBER OR EXPIRED MEMBER WILL AUTOMATICALLY BE CHARGED \$10.00 FOR EACH GUEST'S USE AND/OR FORFEIT THEIR MEMBERSHIP. Non-members wishing to view the club need to make an appointment or come visit during staffed hours. Fitness Connection is very strict with this policy for the safety and security of all our members.

DO NOT EVER BLOCK THE DOOR OPEN OR PREVENT THE DOOR FROM COMPLETELY LOCKING SHUT IN ANYWAY.

- d. **Injury & First Aid:** In the event that you or someone else becomes injured you have several options: 1) for minor injuries a first aid kit is located at the front desk. 2) For serious injuries that need medical treatment dial 911. 3) Report all injuries no matter how small to a Fitness Connection staff member. 4) **Individuals with previous health issues must never exercise alone.**
- e. **Medical Analysis:** Member hereby represents and warrants that he or she is physically sound and that he or she has medical approval to proceed with a normal routine of exercise. Fitness Connection is relying on the determination of member and member's physician as to member's fitness to use the facilities and equipment of The Club and participation in a physical exercise program.
- f. **Safety & Security:** Fitness Connection is under 24-hour video surveillance. This video system is used for security purposes only in the event of a crime. The surveillance system does not protect you from harm in or on the building premises. You must use caution when entering or leaving the building. A courtesy phone is located at the front desk next to the entrance door. The fitness center's address and emergency telephone numbers are posted next to the phone. Use the phone and notify a Fitness Connection staff member if you feel threatened or suspect any suspicious activity.
- g. **Check in Policy:** All members, upon entering the club, are required to sign in his or her membership card at the kiosk at the front desk in order to gain entrance into the club. Picture ID may be required.
- h. **Key Card Entry Policy:** You may use Fitness Connection 24-hours a day 7 days per week with a membership. Key card access requires prepaid contracts or electronic payments through Fitness Connection. There will be a \$5.00 non-refundable fee for key cards. All Fitness Connection's Rules and policies apply. Fitness Connection reserves the right to refuse key card entry to anyone at any time. DO NOT open the door for anyone who does not have a key. You may lose your key card access for letting non members into the club.
- i. **Dues:** The obligation to pay dues is not dependent upon the availability of Fitness Connection's facilities or the Member's usage of the facility. Repair or maintenance may, at any time, make it necessary for Fitness Connection to restrict the use of, for a temporary period, its facilities. Power outage, weather, or other acts of nature may cause a restricted use of the facilities.
- j. **Power Outage:** In the event of a power outage, there are emergency lights that will light. You will be able to exit the The Club, but will not be able to enter during a power outage. Fire: In the event of a fire or if you smell or see smoke, exit the building immediately. Call 911 immediately from a cell phone or nearby business. Do not stay in the building.
- k. **Equipment Usage:** A complimentary introduction to the gym is available to all new members. We would like to suggest that you make use of this offer. Please call, email or visit the front desk to schedule your training session. Please remember To: Return your weights to the racks. Replace all dumb bells to their proper location. ABSOLUTELY DO NOT

DROP, SLAM OR THROW THE DUMB BELLS. Use the antibacterial disinfectant to clean each machine when you are finished exercising. Please be respectful of the equipment. We do our best to keep the equipment in top condition, but need members to do their part as well.

- i. **Damage to Facility:** Member agrees to pay an extra charge for damages arising from any careless use of equipment of dropping weights, etc. caused by member.
- m. **Shower:** Use of the shower room is available twenty-four hours a day, seven days a week to members. We do not provide towels or bathing supplies. Please do not use the fitness centers sweat and cleaning towels for showering. Fitness Connection Staff and owners are not responsible for any lost or stolen items. Please be respectful with the amount of time you spend in the shower; there may be someone waiting to use it when you are done. Please leave the fitness center, shower, and bathroom in clean condition when you are finished.
- n. **Signers of Agreement:** If there is more than one person signing this agreement, each signer is individually responsible to fully perform the obligations under this agreement. It is your responsibility to know whether this agreement is in default or that payments have been missed. We are not responsible for notifying you of late payment or any default proceedings unless required to do so under applicable law.
- o. **Delinquent Accounts:** Any account which is more than thirty days past due may result in member losing all privileges. After sixty days said membership may be terminated or suspended. After thirty days from said date, Fitness Connection shall have at its option the right to terminate or suspend membership.
- p. **Binding Arbitration:** If any dispute arises under this Contract, the parties agree to submit the matter to arbitration in accordance with the commercial arbitration rules of judicial Arbitration and Mediation Services unless parties otherwise agreed. Any award made by the arbitrator will be final and binding and may be entered as a judgment in any court having jurisdiction. The prevailing party will be awarded all cost of arbitration including reasonable attorney's fees.

Membership Definitions: 1st Family Member/Single: A membership for one individual, basic membership is \$25 per month but corporate discounts may apply. 2nd Family Member (Add On): A membership for an individual who is related to and resides with the 1st Family Member/single at a common address, which will be \$10 per month. Any additional members added on to the 1st Member's plan will be an additional \$5 per month. Should the primary member cancel or discontinue his/her membership, all add-on's or derivative membership will be cancelled.

Term Membership: All term agreements will automatically renew to a month to month renewal until a written notice is given. In the event Fitness Connection relocates its facilities 50 miles or more from Member's residence, or if Member moves to a new, permanent residence beyond a 50 mile radius from Fitness Connection, Member may cancel this membership. Should the Member seek to cancel under this provision, he/she must give written notice that he/she intends to relocate and request that the Agreement be terminated. Member shall be liable for payments for only that portion of the Agreement that can be attributed to the amount paid in excess of that proportional amount. Member shall return Membership Agreement to Club. Once a cancellation notice is given, the member will then pay the next billing cycle payment, the next 5th, and will be eligible to use the gym's facilities until the following 4th.

Member's Right to Cancel: Member acknowledges receiving this printed or emailed copy of Members cancellation rights in writing when this contract was signed. No cancellation will be accepted via mail, fax, phone or orally. A request to cancel must be submitted.

- a. **All refunds to which a Member or his/her estate is entitled shall be made within thirty (30) days of receipt by Fitness Connection of the cancellation notice, but the refund issued will be deducted 5% and that 5% will be issued back to Fitness Connection. (_____)**

Member may cancel this contract at will prior to midnight of the third business day after the contract is signed by the Member, and that all monies paid pursuant to said contract shall be refunded to the Member. The Member's rights to cancel described herein are in addition to any other contract rights or remedies provided by law: (1) death or disability, is unable to use or receive all services contracted for the member, or his/her estate as the case may be, shall be liable for only that portion of the charges allocable to the time prior to death or the onset of disability. Fitness Connection shall in such event have the right to require and verify reasonable evidence of such death or disability. In order to cancel a membership, member must come in during staff hours and request a cancellation notice to fill out the information required. Members are responsible for paying any and all dues within the 30 days after submitting a cancellation request. Failure to do so will result in a voided cancellation request and fees will resume and continue to accrue.

- a. **Once a cancellation notice is given, the member will then pay the next billing cycle payment, the next 5th, and will be eligible to use the gym's facilities until the following 4th. (_____)**

RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in Fitness Connection facilities, participate in classes, receive instructions and/or training (group and/or personal) and participate in other activities (collectively the "Activities") provided by Fitness Connection, the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

1. My participation in the Activities is as an independent contractor, as such term is defined by the laws of the state of Missouri.
2. I am aware that the risk of injury from participating in the Programs is significant, including the potential for permanent paralysis and/or death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. I understand that the use of common sense can reduce the risk of injury.
3. **TO WAIVE ALL CLAIMS** that they have or may have against Fitness Connection arising out of the Participant's participation in the Activities or the use of any equipment provided by Fitness Connection ("Equipment"), including while receiving instruction and/or training.;
4. **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of Fitness Connection, it's owners, affiliates, operators, employees, agents, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand there are inherent risks of participating in the Activities and using the Equipment, which may both foreseen and unforeseen and include serious physical injury and death;
5. **TO RELEASE** Fitness Connection, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of Fitness Connection, its owners, affiliates, operators, employees, agents, and officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
6. **TO INDEMNIFY** Fitness Connection, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

PERSONAL RESPONSIBILITY:

The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice. Participant and his/her parents or legal guardian(s) are responsible for notifying Fitness Connection of any changes to Participant's health, which could affect Participant's ability to exercise in a reasonably safe and healthy manner.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect Fitness Connection's Equipment and facilities before participation.

The Participant understands that if he/she is participating in the Activities after normal business hours, there may be few or no staff members of Fitness Connection on the premises, which could affect and/or eliminate Fitness Connection's ability to provide assistance in case of an emergency. The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of

injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings. If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of Fitness Connection.

I agree that this Agreement is an ongoing obligation and shall remain in effect indefinitely.

II HAVE READ THIS INDEPENDENT CONTRACTOR RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I AM SIGNING IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Responsible Member's Signature: _____

Date: _____

Member's Signature: _____

Date: _____

Member's Signature: _____

Date: _____

Member's Signature: _____

Date: _____

Member's Signature: _____

Date: _____

Staff Signature: _____

Date: _____