

Member Contract

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Birth Date: ____/____/____

NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ ALL OF IT. ALSO, DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES.

STATE LAW REQUIRES THAT THIS HEALTH CLUB REGISTER WITH THE BUREAU OF CONSUMER PROTECTION AND ANTTITRUST OF THE DEPARTMENT OF JUSTICE AND MAY REQUIRE THAT THIS CLUB POST A BOND TO PROTECT CUSTOMERS WHO PAY IN ADVANCE FOR MEMBERSHIP OR SERVICES IN THE EVENT THIS CLUB CLOSES. YOU SHOULD ASK TO SEE EVIDENCE THAT THIS CLUB HAS EITHER POSTED A BOND IN COMPLIANCE WITH THE LAW OR HAS BEEN EXEMPTED FROM THIS REQUIREMENT BY THE ATTORNEY GENERAL BEFORE YOU SIGN THIS CONTRACT. IF THIS CLUB HAS NOT POSTED SUCH A BOND, AND YOU PAY THIS HEALTH CLUB FOR MORE THAN ONE MONTH'S MEMBERSHIP OR SERVICES IN ADVANCE, THEN YOU ARE PAYING FOR FUTURE SERVICES, AND YOU MAY BE RISKING THE LOSS OF YOUR MONEY IN THE EVENT THAT THE CLUB CEASES TO CONDUCT BUSINESS.

YOU MAY CANCEL THIS TRANSACTION IN WRITING ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

I. Every seller of a prepaid health club services contract shall:

(a) Refund to the buyer the pro rata cost of any unused services, within 15 days after request therefor, if:

- (1) The buyer is unable to receive benefits from the seller's services by reason of death or disability. The health club may require that the disability be confirmed by an examination of a physician agreeable to the member and the health club; provided, however, that this subparagraph shall not operate to prevent the buyer from proving the disability in a judicial proceeding; or
- (2) The seller relocates his facility more than 8 miles from its present location, or the services provided by the seller are materially impaired.

(b) Refund to the buyer the pro rata cost of any unused services under all contracts between the parties, within 15 days after request therefor, if the aggregate price of all contracts in force between the parties exceeds \$1,000. Provided, however, if the contract so provides, the seller may retain a cancellation fee of not more than 25 percent of the pro rata cost of unused services on all contracts, not to exceed \$250.

(c) Refund to the buyer the pro rata cost of any unused services within 15 days after the club ceases operation.

II. Upon the occurrence of any of the circumstances enumerated in subparagraphs I(a) or (b) or (c) of this section, the buyer or his estate shall be relieved of any further obligation for payment under the contract not then due and owing.

Waiver of liability:

I understand and accept the risks involved with the use of The Fitness Factory services and facilities. Because physical exercise can be strenuous and subject to risk of serious injury, Defined Fitness and your personal trainer urges you to obtain a physical examination from a doctor before beginning any exercise or training program. You agree that by participating in these physical exercise sessions or personal training activities, you do so entirely at your own risk. This includes, without limitation, (a) your use of all amenities and equipment in the facility and any off site location and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment (c) our instruction, training, supervision, or dietary recommendations. You agree that you are voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury. You expressly agree to release and discharge your personal trainer or instructor, and from any and all claims or causes of action. This waiver and release of liability includes, without limitation, all injuries to you which may occur, regardless of negligence.

If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability. You agree to voluntarily give up any right that you may otherwise have to bring a legal action against the personal trainer or instructor for negligence, or any other personal injury or property damage or loss action.

Use and Expiration of Training Sessions:

All session packages have expiration date if not used within the allotted time period. I understand that if I do not use the sessions I purchased by the time the contract expires I will be charged for the remaining sessions in the package. I acknowledge that this expiration date will be stated on the member training contract each time I purchase a training session package.

Cancellation and Lateness:

Personal Training Cancellation Policy: I understand that all appointment times are reserved and I will be required to give a minimum of 24 hour notice prior to the the scheduled training session. If I fail to give the proper notice I understand that I will be charged for the appropriate session. Every effort will be made in order to reschedule the missed session according to the mutual availability of the client and the trainer.

Group Training Cancellation Policy: I acknowledge that I will be provided with a sign up sheet each week which will consist of eight openings per class. I understand that by putting my name in one of these openings I am committing myself to this scheduled group training session. By committing myself to this session I accept that I will be charged for the appropriate session.

By checking this document, I attest, contract, acknowledge, and agree that I am legally bound by its content.

I _____ (full name), have enrolled to participate in a personal training / group training program provided by The Fitness Factory.

Member Signature

Date

Signature of Parent

Date

The Fitness Factory Authorized Signature

Date

EMERGENCY CONTACT INFORMATION

Contacts Name: _____

Contacts Phone Number: Home: _____ Cell: _____

Contacts Email: _____

Contacts Address: _____ City: _____ State: _____

Relationship: _____