

As a 24-hour secure-access fitness facility, THE FITNESS FOUNDRY LLC, an Illinois limited liability company (hereafter referred to as "the gym"), has a few different policies and procedures than a typical fitness facility. Please read the information carefully. If you have any questions, please ask.

**Compliance with Rules**

I understand and agree that a 24/7 gym membership is a special membership based on trust and is a privilege, which can be taken away for a violation of rules. As a gym member, I agree to abide by all gym membership rules and 24/7 membership rules, which will be posted at the facility, website and may be amended from time to time at the sole discretion of the gym.

The additional rules below apply to a 24/7 membership:

- Only one 24/7 member may enter per key fob at a time during non-staffed hours
- Card sharing is strictly prohibited and will result in immediate loss of membership; card sharing is viewed by ownership as stealing services
- Only active account members will be allowed entry
- Pre-approved 24/7 members under the age of 18 must be accompanied by an approved member parent until they reach the age of 18

I agree that improper unauthorized use of the facility may result in member suspension or cancellation. I agree not to let anyone use my card for any reason, and I agree to report any situation that appears to be card sharing to the gym staff. I understand that one act of card sharing will result in immediate membership suspension or termination. The gym reserves the right to suspend or cancel the rights, privileges and membership of any member whose actions are detrimental to the use, safety, and enjoyment of the facilities.

\_\_\_\_\_ ***Initial your acceptance to abide by the gym rules and special rules for the 24/7 membership.***

**No Supervision**

I understand that I am purchasing a membership at a 24/7 facility that allows access at any time. As such, I am aware that there will be no supervision or assistance except during staffed hours. Staffed hours may change at the sole discretion of the gym. I am aware that if I get injured, become unconscious, suffer a stroke or heart attack or any other medical emergency or event that there will likely be no one to respond to my emergency and that the gym has no duty to provide assistance to me while I am at the gym. I understand that even though the gym is equipped with surveillance cameras, these record, but are not monitored continuously; help will not be available during non-staffed hours. However, a first aid station is available at the facilities.

\_\_\_\_\_ ***Initial your acceptance of No Supervision.***

**Acknowledgement of Risk and Waiver of Liability**

I voluntarily assume the risk of injury, accident, death, loss, cost or damage to my person or property which might arise from my use of the gym, and I agree to hold harmless and release the gym and all affiliated corporations, and its officers, directors, board members, agents, employees, representatives, executors, and all others from any and all liability. I also release all of those mentioned and any others acting on their behalf from any responsibility or liability for any injury or damage to myself including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities or the use of any equipment at the gym during staffed or non-staffed hours.

\_\_\_\_\_ ***Initial your acceptance of Acknowledgement of Risk and Release of Liability Waiver.***

**Informed Consent**

**General Statement of Program Objectives and Procedures**

I understand that a physical fitness program may include exercises to build the cardio-respiratory system (heart and lungs), the musculoskeletal system (muscle endurance, strength and flexibility), and to improve body composition (decrease of body fat in individuals needing to loose fat, with an increase in muscle and bone). Exercise may include aerobic activities (treadmill walking/running, bicycle riding, rowing machine exercise, group aerobic activity, swimming, and other such activities), calisthenics, and weight lifting to improve muscular strength and endurance, and flexibility exercises to improve joint range of motion.

**Description of Potential Risks**

I understand that the reaction of the heart, lung, and blood vessel system to such exercise cannot always be predicted with accuracy. I know there is a risk of certain abnormal changes occurring during or during exercise, which may include abnormalities of blood pressure or heart rate, in effect of functioning of the heart, and in rare instances heart attacks. Use of the weight lifting equipment, and engaging in heavy body calisthenics, can lead to musculoskeletal strains, pain, and injury if adequate warm-up, gradual progression, and safety procedures are not followed.

**(PARQ) Physical Activity Readiness Questionnaire**

Regular physical activity is fun and healthy, and increasingly more people are starting to become more active every day. Becoming more active is very safe for *most* people. However, some people should check with their Doctor before they start becoming much more physically active.

If you are planning to become much more physically active than you are now, start by answering the seven questions in the box below. If you are between the ages of 15 and 69, this questionnaire (the PARQ) will tell you if you should check with your Doctor before you start. If you are over 69 years of age and you are not used to being active, check with your Doctor.

***Please read the questions carefully and answer each one honestly. Check the box indicating yes or no. Common sense is your best guide when you answer these questions.***

**Yes No**

- 1. Has your Doctor ever said that you have a heart condition and that you should only do physical activity recommended by a Doctor?
- 2. Do you feel pain in your chest when you do physical activity?
- 3. In the past month, have you had pain in your chest while NOT doing physical activity?
- 4. Do you lose your balance due to dizziness or do you ever lose consciousness?
- 5. Do you have a bone or joint problem that could be made worse by a change in your physical activity?
- 6. Is your Doctor presently prescribing drugs (for example, water pills) for your blood pressure or heart condition?
- 7. Do you know any other reason that you should not do physical activity?

**Cleared for Exercise**

I certify that I am in good physical health and I am able to undertake and engage in the range of physical activities in which I choose to participate at the gym. I assume all responsibility for updating the facility with respect to any changes in my physical or mental condition and for reporting all injuries sustained at the facility to the gym staff. I understand and am aware that strength, flexibility, aerobic and anaerobic exercise, including the use of any equipment, is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment with knowledge of all the dangers involved. I do hereby agree to expressly assume and accept any and all risks of injury or death either accidental or otherwise. This waiver, release and indemnification agreement includes, without limitation, all injuries which may occur as a result of

(a) my use of all amenities and equipment in the facility and my participation in any class, activity or personal training, (b) sudden unforeseen malfunctioning of any equipment and (c) my slipping or falling while in the facility, on the facility premises, including adjacent sidewalks and parking areas. I acknowledge that I have carefully read this waiver, release and indemnification agreement and fully understand that it is a full and complete release of all liability.

\_\_\_\_\_ ***Initial your acceptance of your certification that you are able to engage in exercise.***

**Duty to Inform of Changes in Health Condition**

I understand that I am required to inform the gym of any material changes in my health condition in the future, including but not limited to, any changes which would cause me to change my responses to the PARQ above.

\_\_\_\_\_ ***Initial your acceptance of your Duty to Inform of Changes in Health Condition.***

**General**

This contract represents the complete understanding between you and the gym. No representations, written or oral, other than those contained in this contract are authorized or binding upon the gym. Should any part of this agreement due to legal or other regulatory changes become unenforceable, the remaining provisions within this agreement not impacted by such change shall remain in full force as originally written. You agree to promptly update the gym of any changes of address, phone, e-mail address and/or bank account/credit card information.

\_\_\_\_\_ ***Initial your acceptance and understanding.***

**I certify that I have read and understand all of the terms of the gym agreement and agree to continue to abide by all of the terms of this agreement.**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

*(If under 18, Parent or Legal Guardian signature and completion of Parental Consent For Minor Membership form is required)*

Date: \_\_\_\_\_

Staff Member: \_\_\_\_\_

Date: \_\_\_\_\_

You authorize regularly scheduled charges to your checking/savings account. You will be charged the amount indicated below each billing period. The charge will appear on your bank statement as an "ACH Debit". You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

I, \_\_\_\_\_, authorize The Fitness Foundry, LLC to charge my bank account indicated below for \_\_\_\_\_ on the 15th day of each month for a \_\_\_\_\_ Membership.

**Billing Information**

Account Name \_\_\_\_\_ Bank Name \_\_\_\_\_ CHECKING/SAVINGS/CREDIT (Circle One)

Account Number \_\_\_\_\_ Routing Number \_\_\_\_\_

Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_ CVV \_\_\_\_\_

Billing Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Email \_\_\_\_\_

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify The Fitness Foundry in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that The Fitness Foundry may at its discretion attempt to process the charge again within 30 days and agree to an additional \$10.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that origination of ACH transactions to my account must comply with the provisions of U.S law. I certify that I am an authorized user of this bank account and will not dispute these scheduled transactions with my bank; so long as the transactions correspond to the terms indicated in this authorization form.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**CONSENT**

I, the parent/legal guardian, have been provided with the 24-Hour Access Release of Liability and Assumption of Risk form, have read, understand and signed for my minor child/person.

I understand the nature of the gym membership and that my child is responsible for his/her behavior at all times.

I understand that any violation of gym membership rules may result in loss of membership.

I understand that I am financially responsible for the minor and that all statements contained in this consent apply equally to myself and to the minor.

I, \_\_\_\_\_, hereby give permission (and until further notice) to The Fitness Foundry LLC, to provide my minor child/person, \_\_\_\_\_, under my guardianship with a gym membership as deemed appropriate.

Printed Name of  
Parent/Legal Guardian:

\_\_\_\_\_

Singature/Date:

\_\_\_\_\_