

# URBAN FITNESS 24/7

Membership Application and Agreement  
707 Lincolnway, La Porte, IN 46350 (219)575-7680

I/We desire to become members of Urban Fitness 24/7, Inc. and hereby provide the following information of our application:

**Member(s) Information:**

1. Name \_\_\_\_\_ D.O.B. \_\_\_\_/\_\_\_\_/\_\_\_\_ Phone \_\_\_\_\_ Prox-card: \_\_\_\_\_  
First Last
2. Name \_\_\_\_\_ D.O.B. \_\_\_\_/\_\_\_\_/\_\_\_\_ Phone \_\_\_\_\_ Prox-card: \_\_\_\_\_  
First Last
3. Name \_\_\_\_\_ D.O.B. \_\_\_\_/\_\_\_\_/\_\_\_\_ Phone \_\_\_\_\_ Prox-card: \_\_\_\_\_  
First Last
4. Name \_\_\_\_\_ D.O.B. \_\_\_\_/\_\_\_\_/\_\_\_\_ Phone \_\_\_\_\_ Prox-card: \_\_\_\_\_  
First Last

Address: \_\_\_\_\_  
Street Address City State Zip

**EMERGENCY CONTACT:** Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**Membership Plan:**  Single membership  Family membership  Other \_\_\_\_\_

**Fees and Dues:**

Prox-Card Fee: Member agrees to pay a Prox-Card fee of **\$25.00** for every Prox-card needed. Prox-Card fee is non-refundable.

Recurring Monthly Dues for the membership selected are \$ \_\_\_\_\_ per month.

Single Month Dues are \$ \_\_\_\_\_

**Acceptance and Agreement**

I/We hereby agree to accept and abide by the terms of this Membership Agreement. I/We understand that this membership agreement is for a term of **three (3) or six (6) months** and will continue thereafter on a month-to-month basis unless canceled by me (either of us). \_\_\_\_\_ **Initials**

I/We (Member) hereby authorize Urban Fitness 24/7, Inc. Office to effect payment for monthly dues and approved membership charges for the duration of my/our membership through electronic funds transfer. This authorization is to remain in full effect until Urban Fitness 24/7, Inc. has received NOTIFICATION from me (either of us). THIRTY DAYS NOTICE. \_\_\_\_\_ **Initials**

\_\_\_\_\_  
Member Date Member Date

\*\*\*\*\* OFFICE USE ONLY \*\*\*\*\*

STARTING DUES: \_\_\_\_\_

OFFICE NOTES

Prox-Card FEE: \_\_\_\_\_

TOTAL DUE: \_\_\_\_\_

Payment Method: \_\_\_\_\_

CARD ISSUED: \_\_\_\_\_

System updated: \_\_\_\_\_

# URBAN FITNESS 24/7

1. **PROVISIONS.** Urban Fitness 24/7, Inc. will provide a fully equipped exercise facility including a fitness training area with stationary bicycles, elliptical, treadmills, circuit training equipment and free weight training area. The Urban Fitness 24/7, Inc. and facilities may be unavailable during a period of repair and maintenance or special events, programs or private parties, or by Management's schedule for these events. **In order to keep the facility in the best possible condition a portion of the Urban Fitness 24/7, Inc. may be closed for a temporary time period for repairs and renovations. There will be no adjustment in dues for this period of closure.**
  
2. **LIABILITY AND WAIVER OF LIABILITY.** Each member of the Urban Fitness 24/7, Inc. shall be liable for any property damage and/or personal injury (caused by the Member, Member's Family, Guest or any other person) at the Urban Fitness 24/7, Inc. or any activity or function operated, arranged or sponsored by the Urban Fitness 24/7, Inc.. It shall be the obligation of the member to pay for any costs involved upon presentation of a statement thereof. Any and all use of the Urban Fitness 24/7, Inc. Facilities, or participation in, the Urban Fitness 24/7, Inc., activities operated, arranged or sponsored by the Urban Fitness 24/7, Inc. either on or off of the Urban Fitness 24/7, Inc.'s premises by the Member, Member's Family or Guest(s) shall be **AT SUCH PERSON'S OWN RISK**, and the Urban Fitness 24/7, Inc. shall not be liable for any injuries or damages to such person, or the property of such person, or be subject to any claim, demand, injury or damages. The Member individually, and on behalf of the Member's personal representative, heirs, administrators, assigns and successors does here by expressly forever release and discharge the Urban Fitness 24/7, Inc., its successors and assigns, as well as its officers, agents and employees from all such claims, demands, actions, or causes of action. Member has been given a tour, which goes over the location of all exits, panic buttons and alarm system.
  
3. **SUSPENSION/TERMINATION OF MEMBERSHIP BY MANAGEMENT.** Management has the right to suspend and/or terminate any membership for non-payment of dues, fees, or for behavior inimical to the enjoyment of the Urban Fitness 24/7, Inc. by other members and staff for any reason deemed sufficient in the sole discretion of Management.
  
4. **BUYER'S RIGHT TO CANCEL OR TERMINATE.** Members have the right to cancel this contract within three (3) business days after receipt of a copy of this contract. **Cancellation must be in writing** and delivered to Urban Fitness 24/7, Inc. Center either in person, by fax or by certified registered mail. All faxed and mailed cancellations will be dated 30 days from fax date or postmark. Dues for the final month will be pro-rated and billed during the final month. In the event of a three (3) day cancellation, the Urban Fitness 24/7, Inc. will refund all enrollment fees and dues paid. Month-to-month members may voluntarily terminate membership at any time after their 6 month agreement for any reason by: 1) notifying the Urban Fitness 24/7, Inc. in writing by fax, certified mail, return receipt requested or in person 30 days prior to cancellation and; 2) paying all current charges prior to termination. You may also cancel if the Member relocates more than 20 miles from the Urban Fitness 24/7, Inc. and provides adequate proof of residence. Urban Fitness 24/7, Inc. Enrollment Fees are non-refundable except as indicated above.
  
5. **UNPAID BALANCES.** All balances which are 30 days past due are subject to a \$25.00 monthly service fee. In addition to other rights, Management reserves the right to:
  1. **Collect the current and past due balance.**
  2. **Suspend and/or terminate membership privileges.**
  3. **Recover from Member(s) any collection fees, court costs, and reasonable attorney's fees agreed to be 30% of the entire balance due and owing.**
  4. **Collect a service fee of \$30.00 for any check or draft payable to the Urban Fitness 24/7, Inc. which is not honored.**
  
6. **AGREEMENT AND RELEASE OF LIABILITY.** Urban Fitness 24/7, Inc. Center will provide access to the building using a Prox-Card system. I acknowledge the supervision is not always provided at the facility. I acknowledge that use of the Prox-Card system by someone other than myself will result in loss of membership. \_\_\_\_\_ **Initials**
  
7. **ENTIRE AGREEMENT.** This agreement and Bylaws constitute the entire and exclusive membership agreement between the parties. Any promise, representation, understanding, oral or written, pertaining directly or indirectly to the agreement which are not continued herein, are hereby waived.
  
8. **I certify that I have received a copy of the Rules and Bylaws and have read and understand them.**

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness