Phoenix Fitness and Training Membership Agreement

Member Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Gender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Primary Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Secondary Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The undersigned individual (the Member), hereby indicates their desire to become a member of Phoenix Fitness & Training, pursuant to the terms and conditions of this gym membership agreement.

**Health Attestation**

The Member attests that they are fully able to participate in their selected training class without undue risk.

**Gym Membership Dues**

The Member agrees to pay either monthly or annual dues, indicated by selecting an option below. These dues may be paid by automatic debit or credit card transaction or in-person via debit, credit.

Annual Membership Dues - $119/Month \_\_\_\_\_\_\_\_\_\_\_

Monthly Dues - $125/Month \_\_\_\_\_\_\_\_\_\_\_\_

**Personal & Group Training**

Personal training and fitness classes are offered by the gym. Personal Training is not included in the member’s membership dues. Trainer led fitness class with unlimited attendance is included with this membership agreement and member dues.

**Indemnification**

This gym membership serves as a liability release, pursuant to which the Member agrees to indemnify and hold Phoenix Fitness & Training harmless against any and all claims of loss or damage without limitation.

**Gym Rules & Participation**

The Member hereby agrees to abide by all posted safety guidelines and regulations while using Phoenix Fitness & Training facilities and equipment. Additionally, the Member agrees to dress and conduct themselves in a manner deemed appropriate for a fitness facility. The Member shall not consume drugs, alcohol, or tobacco products on Phoenix Fitness & Training property.  
Phoenix Fitness & Training reserves the right to revoke the Member’s access if these terms are violated.

**Gym Membership Cancellation**

This gym membership may be cancelled by providing written notice, in person, at Phoenix Fitness & Training. If the gym membership contract is cancelled prior to contract expiration date, the Member agrees to pay a cancellation fee of $200.  
If the Member must cancel this gym membership contract due to military service or relocation to an area more than 25 miles from Phoenix Fitness & Training, the Member may cancel without paying the cancellation fee.

**Binding Law**

This gym membership contract shall be considered binding upon the Member and Phoenix Fitness & Training and shall be upheld and enforced in accordance with the laws of Nebraska. Any legal proceedings related to this gym membership contract shall take place in courts located in Lincoln, Nebraska.

**Acceptance**

The below signed parties hereby enter into this gym membership contract with one another in acknowledgement and acceptance of the terms listed above.

**Phoenix Fitness & Training:**

Travis Grant or Joni Wernke

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

**Member or Member Legal Guardian**

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

Membership Start Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_