



## MEMBERSHIP RULES

- **NO UNAUTHORIZED GUESTS OR VISITORS AFTER STAFFED HOURS** - We are happy to welcome guests and visitors DURING staffed hours. Due to liability issues NON-MEMBERS/GUESTS are NOT allowed in the facility during NON-STAFFED Hours. **DO NOT** let anyone “borrow” your access card. **DO NOT** hold the door open or open the door for anyone. Members in good standing will have an active key card. Members who fail to adhere to this policy will be charged a violation fee of \$50.00 for each occurrence and risk loss of membership.
- **ALARM SYSTEM** - The alarm system is on at all times for the protection of our members and facility. **DO NOT** open the door for anyone or hold open when either entering or leaving the gym, particularly after-hours, as members in good standing will have active key cards. The security of the facility is everyone’s responsibility.
- **TWO (2) SHOE POLICY - CHANGE SHOES UPON ENTERING FACILITY** - Change shoes in sitting area and use cubbies or lockers to store shoes. No street shoes beyond main entrance. Sand and debris get into the rubber flooring as well as the equipment and can cause damage, especially to the belts and electronics of the cardio equipment.
- **DO NOT DROP OR SLAM WEIGHTS** - Dropping weights such as dumbbells on the floor or slamming weight stacks on the machines can cause injury to yourself or others and can also damage the equipment.
- **RACK YOUR WEIGHTS** - Place dumbbells on the rack in the slots where they belong and always remove your weights from the machines unless the next person specifically asks you to leave them on.
- **NO USE OF LIFTERS CHALK**
- **WEAR PROPER ATTIRE** - Always wear appropriate clothing for exercise. No Jeans, work boots, street shoes, open-toe shoes or sandals. No clothing with zippers or rivets as they can tear the pads on the machines.
- **WIPE OFF EQUIPMENT** - Please thoroughly wipe off each piece of equipment after use, especially cardio equipment. You may also wish to put down a towel before you use a bench.
- **HELP CONSERVE ENERGY** – If switches are available please turn off lights when exiting the restrooms. If you are the last person to leave the gym, we would appreciate it if you turned off the lights, fans and televisions.
- **NO SCREAMING OR USE OF PROFANE LANGUAGE**
- **NO FOOD OR BEVERAGES (EXCEPT WATER) ON THE FLOOR**
- **DO NOT ATTEMPT TO CHANGE CHANNELS ON THE WALL OR RACK MOUNTED TELEVISIONS**
- **MEMBERSHIP** - Member agrees to abide by FitChoice 247’s membership policies, club rules and access control procedures that may be communicated to me on occasion in writing, via email, through facility signage or verbally. FitChoice 247 may modify the policies and any rule governing the club at any time, with or without notice. FitChoice 247 reserves the right to cancel any membership with or without cause and refund the pro-rated portion of unused membership, minus any enrollment, security and processing fees. Should member default, member agrees to pay all costs of collection including late fees, court costs and reasonable attorney fees, all of which may be incurred by the holder of this agreement.

**PLEASE RESPECT THE GYM AND ITS MEMBERS AT ALL TIMES - THANK YOU.**

## YOUR CONTRACT STATES THE FOLLOWING:

**CONSUMER’S RIGHT TO CANCEL:** You may cancel this contract without any penalty or further obligation by causing a written notice of your cancellation to be delivered by registered or certified United States mail and postmarked within three (3) business days of the date of this contract or the date of your receipt to FitChoice 247, Billing Department, 4170 Washington Street, Roslindale, MA 02131. The member must include with such notice, any key fob(s) previously delivered to the member. All monies paid pursuant to such contract shall be refunded within 15 business days of receipt of such notice of cancellation.

Memberships, which are cancelled for any reason other than listed on back of this agreement will be charged a \$100.00, per member, early cancellation fee. Memberships, which are cancelled for any reason, must provide a written 30-day notification. Member must mail, via registered or certified mail, written notice of cancellation to FitChoice 247, Billing Department, 4170 Washington Street, Roslindale, MA 02131. In all cases, 30 days prior notice is necessary.

Even if the facilities and services are not used, member is still be responsible for everything owed under this contract. If the facilities are temporarily unavailable due to an event such as fire, flood, loss of lease, or the like, we will extend membership privileges for the period the facilities are unavailable.

I have read and understand the cancellation rights, billing policies and yearly facility enhancement fee on the front and back of this agreement.

**PARTICIPANT RELEASE OF LIABILITY:** I understand and expressly agree that use of FitChoice 247 involves the risk of injury to me or my guest whether caused by me or not. I understand these risks can range from minor injuries to significant, including the potential for permanent paralysis and death. In consideration for my participation in the activities and use of the facilities and equipment offered by FitChoice 247, I understand and voluntarily accept this risk and agree that 2BB Inc., dba FitChoice 247, its officers, directors, members, agents, employees and independent contractors, will not be liable for any injury, including, without limitation, personal, bodily, mental injury, economic loss or any damage to you, your spouse, domestic partner, guest, children, unborn child or relatives, resulting from the negligence of FitChoice 247 or anyone on behalf of FitChoice 247 whether related to exercise or not. Accordingly, I do hereby forever release and discharge 2BB Inc., dba FitChoice 247 from any and all claims, demands, injuries, damages, actions or causes of actions. I further understand and acknowledge that FitChoice 247 does not manufacture fitness or other equipment in its facilities, but purchases and or leases equipment and therefore will not be held liable for any defective products or equipment.

Due to liability issues, NON-MEMBERS are NOT allowed in the facility during NON-STAFFED hours and without authorization from FitChoice 247. Members who fail to adhere to this policy will be charged a penalty fee of \$50.00 per person, for each occurrence and risk termination of membership.

I have read the Cancellation Rights, Release of Liability and Billing Policies on the front and back of this agreement, fully understand the terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

**AUTHORIZED AGREEMENT FOR PREAUTHORIZED PAYMENTS:**

I hereby authorize Twin Oaks, Inc., 2BB Inc., dba FitChoice 247 or its assigns or affiliated companies to charge, initiate debits or transfers and corrections to my (our) checking, savings, charge card account indicated below and the depository or credit card named below. This authority is to remain in full force and effect until company and depository have received written notification from me of its termination in such time and in such manner as to afford company and depository a reasonable opportunity to act on it, or until all payments due under the contract have been made. Credit card returns and insufficient fund returns, will incur a \$25.00 return fee plus any associated financial institution fees. Member authorizes 2BB Inc., dba FitChoice 247, Twin Oaks, its assigns, agents, or affiliated companies to send communications via e-mail, including late payment notifications, solicitations and other correspondences.

**PLEASE READ AND UNDERSTAND THIS AGREEMENT BEFORE SIGNING**

**ADDITIONAL RIGHTS TO CANCELLATION:** You or your estate may also cancel this contract for any of the following reasons: 1) If upon proof of a doctor's order, you cannot physically or medically receive the services because of significant physical or medical disability for a period in excess of three months. 2) If the health club services to be provided under this contract are not available because the seller fails to open a planned health club or location, permanently discontinues operation of a health club or location, or substantially changes the operation of a health club or location. 3) If you move either your residence or your place of employment, supported by documentation, more than twenty-five miles from any health club operated by the seller. 4) If upon military orders regarding deployment, supported by documentation. 5) In case of your death.

**PARTICIPANT RELEASE OF LIABILITY (continued):** I understand that children under 13 years of age are not permitted in the facility at any time, with or without supervision. Minor children ages 13 thru 15 MUST be accompanied and, at all times, under the supervision of a parent or guardian, who is an active member of FitChoice 247. Minor children ages 16 and 17 are allowed in the facility without parent or guardian during staffed hours only, and any time under the supervision of a parent or guardian. In exchange for allowing my minor children in the facility I agree to the Release of Liability clauses in this agreement and I agree to defend and indemnify and hold harmless 2BB Inc., dba FitChoice 247, their officers, directors, members, agents, employees, independent contractors, officials, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises.

FitChoice 247 is not responsible or liable for any personal property that is lost, stolen or damaged while on FitChoice 247 property to include, but not limited to, within the facility, within a locker, within a vehicle or the vehicle itself, while parked on FitChoice 247 property.

**LIMITATION OF LIABILITY:** FitChoice 247 and member agree that, if for any reason or by operations of law or the judgment of any court, any portion of this authorization is held to be void or invalid, all other portions of the agreement will be held in full legal force and effect.

**MEMBERSHIP:** Member agrees to abide by FitChoice 247 membership polices, club rules and access control procedures that may be communicated to them on occasion in writing, via email, through facility signage or verbally. FitChoice 247 may modify the policies and any rule governing the club at any time, with or without notice. FitChoice 247 reserves the right to cancel any membership with or without cause and refund the pro-rated portion of unused membership, minus any enrollment, security and processing fees.

Should member default, member agrees to pay all costs of collection including late fees, court costs and reasonable attorney fees, all of which may be incurred by the holder of this agreement. This agreement is binding upon, and shall inure to the benefit of the parties themselves, as well as their respective representatives, successors, permitted assigns, heirs and estates. Neither party may assign this agreement without the written consent of the other party except that this agreement may be assigned without consent to an Affiliate and to an entity acquiring substantially all of the assignor's business. Member also agrees that no other representation is made other than those which are agreed to in writing herein.

**FACILITIES AND SERVICES:** FitChoice 247 reserves the right to remove, replace, discontinue, and repair the equipment at any time without any effect on this agreement. FitChoice 247 also reserves the right to modify the staffed hours, hours of operation and 24-hour access policy at FitChoice 247' discretion. FitChoice 247 may close on a temporary basis for emergencies, maintenance and selected holidays and as such temporary closures will have no impact or effect on this agreement if the temporary closures are reasonable.

**KEY CARD ACCESS SYSTEM:** FitChoice 247 relies on an electronic key card access system during staffed and non-staffed hours. A power outage or malfunction in the key card access system, denying a member access, will have no impact or effect on this agreement if the malfunction is addressed in an appropriate time frame.

**FACILITY ENHANCEMENT FEE:** Each year on the 1st of September, each member enrolled on a monthly membership will be required to pay a twenty-five dollar (\$25.00) facility enhancement fee. The proceeds of this fee will go toward new equipment, facility upgrades, and maintenance expenses of the facility. This fee will be electronically billed to all EFT paying members and will be manually billed to Paid in Full members.

**MEMBERSHIP FREEZES:** If EFT or Paid in Full membership, member may freeze his/her membership once for a period of up to three months in a one year period for a fifteen dollar (\$15.00) monthly fee for each month frozen for the first person, five dollar (\$5.00) fee for each additional person. Medical or military freezes may exceed three months with appropriate documentation. Maximum is one year. Student memberships may not be frozen.

**HOUSE CHARGE AUTHORIZATION:** By signing this agreement, I am also agreeing to authorize FitChoice 247 to accept house charges for myself and any other members billed to my account. I understand that these charges will be collected electronically along with my monthly dues amount, if applicable. Any fees uncollected will be subject to the service fee.

**COLLECTIONS:** Member agrees to pay all attorney fees and costs which may be incurred in connection with the collection of any past due accounts.