

Droney Fit & Wellness 24-7
3132 NYS Route 417
Olean, NY 14760
Phone: 716-372-3488
Fax: 716-372-3747



Membership Agreement

RULES AND REGULATIONS: Member acknowledges the existence of and the need for rules and regulations governing use of Droney Fit & Wellness 24-7 equipment and facilities and participation in programs and services (the “Rules and Regulations”). Member agrees to comply with the Rules and Regulations as presently in effect or as they may hereafter be modified, amended or supplemented. Droney Fit & Wellness 24-7 reserves the right to modify, amend or supplement the Rules and Regulations from time-to-time in its sole discretion. Droney Fit & Wellness 24-7 may cancel Member’s membership at any time for breach of the Rules and Regulations or generally undesirable behavior, as determined by Droney Fit & Wellness 24-7 in its sole discretion, and Member will not be entitled to a refund of any portion of initiation fees or dues paid to the date of cancellation.

LIABILITY FOR PERSONAL PROPERTY: Droney Fit & Wellness 24-7 shall not liable to Member or any of Member’s guests or invitees for any personal property that is damaged, lost or stolen while on or around Droney Fit & Wellness 24-7 premises including, but not limited to, a vehicle or its contents or any property left in a locker. Member shall be liable to Droney Fit & Wellness 24-7 for any damage to Droney Fit & Wellness 24-7 facilities or any equipment, furniture or fixture located thereon caused by Member or any Member’s guests or invitees.

PAYMENT DEFAULT: If Member fails to pay any amount when due under this Agreement, Droney Fit & Wellness 24-7 shall be entitled, at any time in its sole discretion, to suspend or cancel Member’s membership and to require Member to immediately pay all past due balances. Suspension or cancellation shall not relieve Member from the obligation to pay any unpaid balances. Any payments owing from Member to Droney Fit & Wellness 24-7 that are not received when due shall bear interest at the highest rate permitted by law. If Member fails to pay any amount due to Droney Fit & Wellness 24-7 when due, Member shall pay all costs and expenses of collection incurred by Droney Fit & Wellness 24-7, including reasonable attorney’s fees and expenses.

AUTHORITY TO MODIFY CONTRACT: Employees are not authorized to make changes to this agreement or make any independent agreement with any member. Members likewise cannot make any alterations or changes to this Membership Agreement.

HEALTH REPRESENTATIONS AND AGREEMENTS: Member represents and warrants to Droney Fit & Wellness 24-7 that member is in good physical condition and has no medical reason or impairment that could prevent member from his/her intended use of Droney Fit & Wellness 24-7 facilities. Member acknowledges that Droney Fit & Wellness 24-7 has not given member any medical advice before member joined Droney Fit & Wellness 24-7 and cannot give member any such advice after member joins Droney Fit & Wellness 24-7, whether related to member's physical condition and ability to use the facilities and services of Droney Fit & Wellness 24-7 or otherwise. Member acknowledges and agrees that member will discuss any health or medical concerns with member's physician or other health professional before using Droney Fit & Wellness 24-7 facilities.

WAIVER OF LIABILITY; ASSUMPTION OF RISK: Member acknowledges that the use of Droney Fit & Wellness 24-7 facilities, equipment, service and programs involves an inherent risk of personal injury to member. Member voluntarily agrees to assume all risks of personal injury to member, member's spouse, children, unborn children, other family members, guests or invitees and waive any and all claims or actions that member may have against Droney Fit & Wellness 24-7, any of its subsidiaries or other affiliates and any of their respective officers, directors, employees, agents, successors and assigns for any such personal injury, including, without limitation (i) injuries arising from use and any exercise equipment, machines and tanning booths, (ii) injuries arising from participation in supervised or unsupervised activities and programs in exercise rooms or other areas of Droney Fit & Wellness 24-7, (iii) injuries or medical disorders resulting from exercising at Droney Fit & Wellness 24-7 including heart attacks, strokes, heat stress, sprains, broken bones, torn or damaged muscles, ligaments or tendons and (iv) accidental injuries within Droney Fit & Wellness 24-7 including locker rooms, bathrooms, showers and dressing rooms. Member acknowledges that (v) Droney Fit & Wellness 24-7 does not manufacture any of the fitness or other equipment at its facilities that (v) Droney Fit & Wellness 24-7 does not manufacture any vitamins, food products, sports drinks, nutritional supplements or other products sold at its facility; accordingly, neither Droney Fit & Wellness 24-7, any of its subsidiaries or other affiliates nor any of their respective officers, directors, employees, agents, successors or assigns shall be held liable for any such defective equipment or products. Member shall indemnify each of Droney Fit & Wellness 24-7, its subsidiaries and other affiliates and each of their respective officers, directors, employees, agents, successors and assigns (an "Indemnified Party") and save and hold each of them harmless against and pay on behalf of or reimburse any such Indemnified party as and when incurred for any losses which such Indemnified Party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of any claim that is the subject of the waiver set forth above. The provisions of this paragraph shall survive the termination of this Agreement and member's membership.

MISCELLANEOUS: (i) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns (ii) this Agreement and the rights and obligations here under shall not be assignable or transferable by member without the prior written consent of Droney Fit & Wellness 24-7. Consent may be withheld in Droney Fit & Wellness 24-7 absolute discretion, (iii) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable laws, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable and (iv) all notices permitted or required to be given to Droney Fit & Wellness 24-7 here-under shall be given by personal delivery to the General Manager of Droney Fit & Wellness 24-7 or by certified mail, return receipt requested, addressed to Droney Fit & Wellness 24-7 at the address set forth at the beginning of this Agreement, to the attention of the General Manager.

ANTI-TAILGATING: Fifty (50) dollar fee per tailgating incident.

Sign: _____

Date: _____

Personal Information

Name: Matthew Droney
Address: 201 woodview ave
olean, ny 14760

Email: matthewdroney@att.net
Home Phone:
Work Phone:
