

The Gym of Belgrade

MEMBERSHIP AGREEMENT

(Please print)

Primary Member _____ Spouse/Family Member _____
Child _____ ID# _____ DOB / / Child _____ ID# _____ DOB / /
Child _____ ID# _____ DOB / / Child _____ ID# _____ DOB / /
Address _____ City _____ State _____ Zip _____
Phone _____ Email _____
Emergency Contact _____ Emergency Contact Phone _____

Membership Type Single _____ Joint _____ Family _____

MONTHLY PAYMENTS ONLY ACCEPTED BY ELECTRONIC PAYMENT Prepaid _____ months Monthly 12 Month Agreement

Checking _____ / Savings _____ Visa _____ / MasterCard _____ / Credit/Debit Card _____
Bank Name _____ Cardholder Name _____
Routing # _____ Card # _____
Account # _____ Exp. Date _____ Security Code _____

PAYMENT AUTHORIZATION I authorize my financial institution identified above to pay monthly drafts on my behalf to The Gym of Belgrade in the amount of \$ _____ Beginning on ____/____/____. These payments shall continue until I submit a written notice of my cancellation to the club. I am obligated to the membership payment terms and unpaid account balance due upon cancellation. I agree you shall be fully protected in honoring these drafts, and that your treatment of them and rights in respect to them shall be the same as if they were personally signed by me. I understand I must notify The Gym of Belgrade of account changes before the end of the billing cycle on the 25th of each month, and I will incur an additional fee of **\$20.00 per month** whenever there is a payment default.

Signature _____ Date _____

DEFINED TERMS: In this agreement, Club Owner refers to The Gym of Belgrade LLC. Club location refers to the club at which the agreement is signed. I and member refer to the person(s) whose name(s), signature(s) and initials appear on this document. The primary member refers to the member on the top of this agreement whose financial institution is billed. The primary member may approve this agreement on behalf of spouse and children. However, if the adults on this membership agreement are not married to each other, they each must sign below.

MONTHLY MEMBERSHIPS: This agreement is a legally binding obligation for which I am financially responsible. I agree if I fail to pay when a payment is due that I will be required to pay the entire unpaid balance immediately. If collection or legal services are needed to collect the unpaid amount, I am responsible for all costs of collection, including attorney's fees of the club owner and/or The Gym of Belgrade. Memberships are NOT transferable or assignable to another individual. _____ Customer Initials

PREPAID MEMBERSHIPS: Will automatically terminate on expiration date. _____ Customer Initials

MEMBER FREEZE: I have the right to freeze my membership for up to (3) three months annually, during which time I will not be charged standard dues. I must provide notice by the 25th of the month before the month for which the freeze is to take effect. I will incur a \$5 processing charge for each frozen month. If my membership is a prepaid or 12 month agreement, it will be extended one month for each month frozen. I understand that if I elect to freeze my membership I cannot cancel my membership during the freeze period. _____ Customer Initials

CANCELLATION AND REFUNDS: I may cancel by delivering or mailing written notice to the club before midnight of the third business day after which I signed this agreement. The notice must say I do not wish to be bound by this agreement. The club will return within 10 days of receiving my cancellation, any payments I've made. Thereafter, unless I cancel my membership as set forth above, my membership will renew automatically monthly for the month-to-month and 12 month agreements. A written notice is required to cancel my membership. **I am required to pay monthly dues (even if I do not use the club) until 30 days after the club has received this written notice of my cancellation.** In addition, for a 12 month agreement, I understand I must pay an **early cancellation fee of \$75.00** if I end the agreement before its scheduled expiration. I also understand there is NO refund for a prepaid membership once the initial cancellation window outlined above has passed. Under any circumstance, there are **NO CASH REFUNDS.** _____ Customer Initials

TERMINATION FOR CAUSE BY THE GYM OF BELGRADE: The Gym of Belgrade may, at its option, terminate my membership if (1) I fail to make payments or any payments or dues are late, (2) the monthly EFT payments or dues are interrupted or discontinued for any reason and I or my cosigner do not provide the acceptable alternative, (3) I fail to follow any of The Gym of Belgrade membership policies or club rules or violate any part of this agreement, or (4) my conduct is improper or harmful to the best interest of The Gym of Belgrade or its members, or (5) I fail to provide doctor's approval for exercising if so requested by the club. Termination is effective on the date The Gym of Belgrade mails a written notice to my last known address. I am liable for all financial obligations until that date. _____ Customer Initials

TERMINATION WITHOUT CAUSE BY THE GYM OF BELGRADE: The Gym of Belgrade also reserves the right to terminate my membership for any reason not stated above and if not prohibited by law. If The Gym of Belgrade does so terminate my membership, it will mail a termination notice to me and refund any unused prepaid dues. _____ Customer Initials

PHYSICAL CONDITION AND NO MEDICAL ADVICE: I represent that I am in good physical condition and have no medical reason or impairment that might prevent me from my intended use of The Gym of Belgrade facilities. I acknowledge the club owner and The Gym of Belgrade will not and can not provide to me medical advice relating to my physical condition and ability to use the facilities. If I have any health or medical concerns now or after I join, I will discuss them with my doctor before using the facilities. I acknowledge that I have been informed that club owner offers a consultation which includes a brief interview regarding my medical history to determine whether club owner believes that I should consult a physician before participating in an exercise program.

LIMITED USE: If my physical condition or physical limitations, now or in the future, limit my use of The Gym of Belgrade facilities, I agree that my right to use the facilities will be limited accordingly. However, if I remain a member, I will pay full dues for my membership. _____ Customer Initials

ASSUMPTION OF RISK OF INJURY AND WAIVER OF CLAIMS REGARDING FAMILY INJURIES AND OTHER CLAIMS REGARDING THIS FACILITY: I assume all risk of injury and waive all rights to pursue money damages or any other relief of any kind of a result of anything occurring at or near the club location or any other The Gym of Belgrade sponsored locations.

I AGREE TO ALWAYS ASK AND WAIT FOR A SPOTTER WHEN USING THE FREE WEIGHTS, BENCH PRESS, AND SQUAT RACKS AND TO NOT LIFT BEYOND MY CAPABILITIES RISKING INJURY _____ Customer Initials
In the event I am injured while on The Gym of Belgrade property or during a The Gym of Belgrade sponsored event, I will hold harmless CLUB OWNER AND THE GYM OF BELGRADE LLC and all of their owners, employees, agents, successors and assigns from all claims of any sort of damages or for other relief, including but not limited to claims for contribution. I understand and agree that The Gym of Belgrade is an unsupervised fitness center and no employee is on site to help me use the equipment of exercise in the manner that I choose to exercise. I acknowledge there is possible danger connected with any physical activity (including the dangers of physical injury and death) and knowingly and voluntarily waive my right to make a legal or equitable claim of any sort against Club Owner or The Gym of Belgrade LLC and all of their owners, employees, agents, successors and assigns from any and all claims of any sort for damages or for other relief. This assumption of risk and waiver of liability applies to my family members, successors, heirs and assigns. _____ Customer Initials

DAMAGED, LOST OR STOLEN PROPERTY: I understand that Club Owner and The Gym of Belgrade are not responsible for any of my personal property that is damaged, lost or stolen while in or around the Club location or any other The Gym of Belgrade location. **MEMBER LIABILITY:** I am liable for all damage I, my family members, or my guests cause to the equipment or physical infrastructure of the facility and will reimburse The Gym of Belgrade via the payment method used to pay my monthly dues. _____ Customer Initials

FAMILY or JOINT MEMBER INDEMNIFICATION: If Family or Joint is the membership plan checked above on this agreement, I agree that each member of my family covered under this agreement also agrees to assume the risk of injury as stated above and I indemnify and hold harmless Club Owner and The Gym of Belgrade and their respective owners, employees, agents, successors and assigns from any claims for injury and damages brought by my family members. Moreover, I am aware that only family members listed in this agreement may use the club. A family member MUST BE AT LEAST 16 years old to use the club alone. A family member between ages of 13 and 15 can use the club only under the supervision of an adult member (18 years or older). _____ Customer Initials

CLUB UNAVAILABILITY: If any of the services or facilities described in the agreement become unavailable or is no longer fully operational, I am liable for only that portion that was available for the public to use while this agreement is in effect. If funds have already been paid, I will be entitled to a prorated refund for the time period that the facility is unavailable but for which funds had already been paid. The refund may be in the form of credit or check: **THERE WILL BE NO CASH REFUNDS.** _____ Customer Initials

DEATH/DISABILITY CLAUSE: If I die or become totally or permanently disabled, upon reasonable written notice to the Club Owner of the death or disability, either I or my estate may cancel this agreement and receive a prorated refund for my unused membership fees or dues. _____ Customer Initials

GUESTS: I may bring a guest during staffed hours and only after arranging for a pass with the Club Staff. I will be immediately charged a \$20 per visit fee for any unauthorized guest I allow into the club, and I agree to pay this fee. I understand the club reserves the right to charge a fee to guests who are not local residents or who visit repeatedly without joining. I will NOT allow any non-member to use my membership access card, and I understand that if I do, the card will be deactivated or membership may be terminated and a fee will be charged to activate the card. _____ Customer Initials

PERSONAL EMAIL ADDRESS: I also will receive occasional e-mails from The Gym of Belgrade updating me on my membership benefits and events. However, I will always have the option to opt-out from receiving these updates by requesting to be unsubscribed. _____ Customer Initials

Date _____ Member Signature: _____ Club Representative: _____