

Member #

Key#

Parking:

## Bodies & Beyond Gym and Fitness Center

2538 S. Crater Rd, Petersburg, VA 23805 (804) 732-0936

### MEMBERSHIP CONTRACT

One time PROCESSING FEE: \$25.00 applies. (Optional 24/7- add \$25.00)

Membership monthly rates are by direct debit only

**Memberships are 1 year minimum and AUTO RENEWAL.**

Last Name	First	Birth Date (M/D)		AGE	M/F
Mailing address (include Apt #)		City	State	Zip	Social Security #
Contact Phone	Email	Emergency Contact (name/number)			
Employer	Address				
<b>Rate information will be completed by BODIES &amp; BEYOND Rep</b>					
Term Membership begins:		Term Membership ends:			
Monthly rate to be deducted					
<p><b>A \$35.00 charge applies for ALL Bank returns. An additional late fee can apply if account is not paid within five (5) business days. If account is not paid within 2 months, the account is in default &amp; closed for collections. Any promotions are removed.</b></p> <p><b>THIS CLUB IS NOT PERMITTED, PURSUANT TO THE VIRGINIA HEALTH CLUB ACT, TO ACCEPT ANY INITIATION FEE IN EXCESS OF \$125 OR ANY PAYMENT FOR MORE THAN THE PRORATED MONTHLY FEE FOR THE MONTH WHEN THE CONTRACT IS INITIALLY EXECUTED PLUS ONE FULL MONTH IN ADVANCE.</b></p>					
Waiver and Release of Liability					
<h3>Waiver and Release of Liability</h3> <p>I certify that I am physically able to participate in any activity I take part in and will use good judgment while exercising, I recognize that I am responsible for knowing my own state of health. I hereby release and discharge BODIES &amp; BEYOND Fitness Center and it's respective Officers and employees from all claims, damages, and liability whatsoever that may result from my injury or death, accidental or otherwise, during or arising from my utilization of the activities of the BODIES &amp; BEYOND Gym and Fitness Center centers.</p> <p>I agree to abide by the rules and regulations of the BODIES &amp; BEYOND Gym and Fitness Center with the understanding that violation of such pales may result in Withdrawal of my privileges to use the facility or in the programs offered.</p>					

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

# Termination Liability Agreement

## **BUYER'S RIGHT TO**

"If you wish to cancel this contract, you may cancel by making or delivering written notice to this health club. The notice must say that you do not to be bound by the contract and must be delivered or mailed before midnight of the third business day after you sign this contract- The notice must be delivered or mailed to: (Bodies & Beyond Gym and Fitness, 2538 S Crater Rd, Petersburg, VA 23805). If canceled within three business days, you will be entitled to a refund of all monies paid. You may also cancel this contract if this club goes out of business or relocates and fails to provide comparable alternate facilities within five driving miles of the location designated in this contract- You may also cancel if you become physically unable to use a substantial portion of the health club services for 30 or more consecutive days, and your estate may cancel in the event of your death. You must prove you are unable to use a substantial portion of the health club services by a doctor's, physician's assistant or nurse practitioner's certificate, and the health club may also require that you submit to a physical examination, within 30 days of the notice of cancellation, by a doctor, physician's assistant or nurse practitioner agreeable to you and the health club (cost to be borne by the health club)- If you cancel after the three business days, the health club may retain or collect a portion of the contract price equal to the proportionate value of the services or use of facilities you have already received- Any refund due to you shall be paid within 30 days of the effective date of cancellation.

For reason not provided for under the Buyers Right to Cancel notice, Contracts Cancelled after 3 business days carry a \$75.00 fee.

## **NOTICE**

**ANY HOLDER OF THIS CONTRACT OR NOTE IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF.**

**RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

Member's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Bodies & Beyond representative's signature:

## **MEDICAL HISTORY**

Do you have any condition(s) that may affect your workouts, such as:

(Please circle Y or N)

1. Heart "Artery Disease Y N 2. High Blood Pressure Y N Smoking Habit Y N

4 Diabetes N 5. lung disease/Respiratory Condition Y N

6. Major Surgery Y N 7. Major Orthopedic Surgery Y N

## **GOALS AND OBJECTIVES**

What are your goals when joining BODIES & BEYOND Gym and Fitness Center? (Be specific)

**You "The buyer" should attempt to resolve with the health club any complaint the buyer has with the health club, and that the Virginia Department of Agriculture and Consumer Services regulates health clubs in the Commonwealth pursuant to the provisions of the Virginia Health Club Act**