



ZOOM TOTAL FITNESS, LLC/ZOOM TOTAL ATHLETICS

116 North Main Street, Oakfield, NY 14125

MEMBERSHIP APPLICATION

I hereby make application for membership at ZOOM TOTAL FITNESS, LLC/ZOOM TOTAL ATHLETICS and upon acceptance I sincerely pledge to obey all of the rules that are posted for the purpose of keeping the order of ZOOM TOTAL FITNESS, LLC/ZOOM TOTAL ATHLETICS, and for protection of members from injury. I recognize that a risk is involved in this sport that requires my adherence to these rules. The applicant herein represents that he or she is of lawful age to execute this release and hold harmless agreement. Should the applicant not be of lawful age, the parent or guardian's signature shall be required before it shall be considered that ZOOM TOTAL FITNESS, LLC/ZOOM TOTAL ATHLETICS has accepted the membership of the applicant and that said harmless agreement shall apply to and be binding upon said parent or legal guardian when applicable.

Conduct- Members shall be subject to the control and guidance of ZOOM TOTAL FITNESS, LLC/ZOOM TOTAL ATHLETICS and will follow instructions of ZOOM TOTAL FITNESS, LLC/ZOOM TOTAL ATHLETICS membership agreement and attached additional rules and regulations. Members shall conduct themselves in a quiet, well-mannered fashion while at ZOOM TOTAL FITNESS, LLC/ZOOM TOTAL ATHLETICS.

Hold Harmless- I agree that all exercise, training and use of all ZOOM TOTAL FITNESS, LLC/ZOOM TOTAL ATHLETICS equipment shall be undertaken at my own risk and that I am in good physical condition and physically able to undertake any and all physical exercises while exercising at ZOOM TOTAL FITNESS, LLC/ZOOM TOTAL ATHLETICS. I further agree to hold harmless, not sue and or make any claims against the persons which own ZOOM TOTAL FITNESS, LLC/ZOOM TOTAL ATHLETICS, and or any affiliated companies, their respective agents, any family members related to the ownership of ZOOM TOTAL FITNESS, LLC/ZOOM TOTAL ATHLETICS, the employees and the premises where the same are located. I hereby agree to expressly forever release now and any time in the future to discharge ZOOM TOTAL FITNESS, LLC/ZOOM TOTAL ATHLETICS and any affiliated companies, their respective agents, any family members from all claims, demands, injuries, damages, court actions or causes of actions arising from the risk of exercising and weightlifting at ZOOM TOTAL FITNESS, LLC/ZOOM TOTAL ATHLETICS. IF YOU GET INJURED OR HURT IN ANY WAY SHAPE OR FORM, YOU ARE RESPONSIBLE FOR YOUR INJURIES, HOSPITAL BILLS, DOCTOR BILLS, AND ANYTHING THAT MAY ARISE FROM YOUR INJURIES.

Damage- I agree to pay for damage arising from any careless use of equipment caused by me while using the facilities.

Member's Property- ZOOM TOTAL FITNESS, LLC/ZOOM TOTAL ATHLETICS shall not be responsible for damage, lost or stolen articles of clothing and other personal property of any member.

Compliance- Member agrees to keep and obey all rules and conditions herein contained or in the future prescribed by ZOOM TOTAL FITNESS, LLC/ZOOM TOTAL ATHLETICS. ZOOM TOTAL FITNESS, LLC/ZOOM TOTAL ATHLETICS reserves the right to revoke or terminate this membership if member fails to keep and obey any of such rules and conditions in this agreement. Additional rules and regulations are also posted in the fitness center.

_____ MEMBER'S PRINTED NAME

MEMBER'S PHONE NUMBER

I am aware that the practice of weightlifting and exercise involves the risk of injury and to lift and exercise in a manner so as to minimize said risk of injury.

By signing this contract today, I fully understand that it is binding for every week that I continue my membership.

DATE ____/____/____

MEMBER'S SIGNATURE: _____ MEMBER'S PRINTED NAME: _____

PARENT/GUARDIAN SIGNATURE: _____ PARENT/GUARDIAN PRINTED NAME: _____

EMERGENCY CONTACT NAME: _____

EMERGENCY CONTACT PHONE NUMBER: _____