



2654 Wilmington Road, New Castle PA 16105
Ph: 724-510-0110

Terms & Conditions

Unlimited memberships are not based upon utilization; contract dues will be withdrawn regardless of usage of Elite Performance and Fitness facilities

Waiver and Client Liability

In consideration of my use of the exercise equipment and facilities provided by ELITE PERFORMANCE AND FITNESS ("the company"), I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the company and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities. By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge the company, its insurers, employees, officers, directors and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold the company harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

I agree to be solely responsible for safety and well-being of my guest and myself. I understand that the company does not provide supervision, instruction, or assistance for the use of the facilities and equipment. I understand that I may enter the premise when there no employees, officers, directors or associates at the premise.

I agree to comply with all rules imposed by the company regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that the company is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

I do hereby give ELITE PERFORMANCE AND FITNESS, their assigns, licenses, and legal



2654 Wilmington Road, New Castle PA 16105

Ph: 724-510-0110

representatives the irrevocable right to use my name [or any fictional name], picture, portrait, photograph, image, or voice in all forms and media and in all manners, including composite or purpose, and I waive any right to inspect or approve the finished product, including written copy, that may be created in connection therewith. I also agree that this releases ELITE PERFORMANCE AND FITNESS and any and all of its representatives from any and all monetary obligations or payments to me or any or all of my authorized representatives for use of video, films, photographs, image and/or voice of myself. I am of full legal age. I have read this release and am fully familiar with its contents.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Cancellation Policy

All auto-pay contracts must be canceled in writing 30 days prior to next auto-charge date. Within receipt of that 30 days written notice, you are still able to utilize the services you have already paid for.

Class appointments, massage appointments, and personal training appointments must be canceled by client with at least 24 hours notice. If Elite Performance and Fitness is not given 24 hours notice, client will be automatically charged 50% of scheduled appointment rate. 50% fee also applies to no-shows for classes, massages, and personal training appointments.

Purchase Policy

Returned checks and declined auto-pays will be charged a \$25.00 fee.

Refunds & Returns

Refunds will be given within three (3) business days of purchase on unused services and unused products. Facility credit will be given within thirty (30) days of purchase on unused services and unused products. Purchases are non-refundable and no facility credit will be given after thirty (30) days of original purchase date.

Updated 2/26/18

© Elite Performance and Fitness LLC