

THE FITNESS GAP

\$ 35.00 Return
Check Fee

Member #: _____ Membership Type: _____

Start Date: _____ End Date: _____

Name: _____

Address: _____

City, State, Zip: _____

E-mail: _____ Phone: (____) _____

Contact in case of emergency: _____ Phone: (____) _____

RELEASE OF LIABILITY – READ THOROUGHLY BEFORE SIGNING

In consideration of being accepted as a member of **The Fitness GAP** and the use of its equipment and facilities, I,

_____, acknowledge, appreciate, and agree that:

1. I have voluntarily chosen to participate in physical exercise which can enhance the musculoskeletal and cardiorespiratory systems. I further acknowledge being informed of the possible strenuous nature of this exercise and the potential for unusual but possible physiological results, including but not limited to abnormal blood pressure, fainting, heart attack, injury or death. I further recognize and acknowledge that based upon my previous experience and the instruction/demonstration provided by members of the **Fitness GAP** that I am sufficiently familiar with the equipment and machinery of the facility to use the same in a safe manner, and
2. I have been informed of the need to obtain a physician's examination and approval prior to beginning my exercise program. I fully understand that the program I engage in may be strenuous and my choice to participate in the same is completely voluntary. I accept all responsibility for my health and resultant injury or mishap which may affect my wellbeing or health in any way and affirmatively represent to **The Fitness GAP** that I am of sufficient health to engage in these strenuous physical activities; and
3. **I AM KNOWINGLY, VOLUNTARILY AND FREELY** participating in the activities/exercise available at **The Fitness GAP**, together with the use of all equipment and machinery with full knowledge and understanding and appreciation of the risks of injury inherent in such physical exercise. **I EXPRESSLY ASSUME ALL RISKS OF INJURY AND EVEN DEATH WHICH COULD OCCUR AS A RESULT OF MY PARTICIPATION, EVEN IF ARISING FROM THE NEGLIGENCE OF THE FITNESS GAP;** and
4. **The Fitness GAP** is, at times, a non-supervised facility and that there are more risks involved during those hours when there is no supervision. I expressly assume the additional risk resulting from said lack of supervision; and
5. I agree to comply with all express and customary terms and conditions for participation, including such rules that are put in place by **The Fitness GAP** from time to time; and
6. I agree to indemnify and hold **The Fitness GAP** harmless from any and all claims arising out of my participation at the facility, including those resulting from the club's negligence at my sole cost and expense. I further assume the risk of all damage, loss of theft of any of my personal property brought to the facility and **The Fitness GAP** has no responsibility for the safe storage of the same.
7. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE AND HOLD HARMLESS The Fitness GAP**, its officers, official agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used by **The Fitness GAP WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH** or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE FITNESS GAP OR OTHERWISE**, to the fullest extent permitted by law.

8. I expressly agree that the terms contained herein are intended to be as broad and inclusive as permitted by laws of the State of New York. Any provision or portion of this document found to be invalid shall only be invalid with respect to such provision or portion and the remaining provisions of this document shall continue in full force and effect.
9. **IMPORTANT NOTICE TO HEALTH CLUB MEMBERS:** New York State law requires certain health clubs to have a bond or other form of financial security to protect members in the event the club closes. This club, **The Fitness GAP**, has posted the financial security required by law or is exempt from this requirement. **YOU MAY ASK A REPRESENTATIVE OF THE CLUB FOR PROOF OF THE CLUB'S COMPLIANCE WITH THIS LAW. YOU MAY ALSO OBTAIN THIS INFORMATION FROM THE NEW YORKS STATE DEPARTMENT OF STATE, DIVISION OF LICENSING SERVICES 162 WASHINGTON AVENUE, ALBANY, NY 12231**
10. **CONSUMER'S RIGHT TO CANCELLATION. YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS FROM THIS DATE _____.** Notice of cancellation should be in writing subscribed by the buyer and mailed by registered or certified United states mail to the seller at the address specified in such form. Such notice shall be accompanied by the contract forms, membership cards and any other documents or evidence of membership previously delivered to the buyer. All monies paid pursuant to such contract shall be refunded within 15 business days of receipt of such a notice of cancellation. If the buyer executed any credit or loan agreement to pay for all or part of health club services, any such negotiable instrument.
11. **ADDITIONAL RIGHTS TO CANCELLATION:** You may also cancel this contact for any of the following reasons if upon a doctor's order, you cannot physically receive the services because of significant physical disability for a period in excess of six months. If you die, your estate shall be relived of any further obligation for payment under the contract not the due and owing. If you move your residence more than 25 miles from any health club operated by seller. If the services cease to be offered as stated in the contract. All money paid pursuant to such contract cancelled for the reasons contained in this subdivision shall be refunded within 15 days of receipt of such notice of cancellation; provided, however that the seller may retain expenses incurred and the portion of the total prices representing the services used or completed, and further provided that the seller may demand the reasonable cost of goods and services which the buyer has consumed or wishes to retain after cancellation of the contract. In no instance shall the seller demand more than full contract price from the buyer. If the buyer has executed any credit or loan agreement to pay for all or part of a health club services, any such negotiable instrument executed by the buyer shall also be returned within 15 days.

I HAVE READ THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ITS PROVISIONS WITH REGARD TO RELEASE OF LIABILITY AND ASSUMPTION OF RISK, FULLY UNDERSTAND ITS TERMS, AND ACKNOWLEDGE THAT I AM FREELY AND VOLUNTARILY ENTERING INTO THE SAME. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THE SAME AND FREELY AND VOLUNTARILY ENTER INTO THIS AGREEMENT.

Print Name

Date signed: _____

(Member signature)

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE:

(under age 18 at time of registration) This is to certify that I, as parent/guardian with legal responsibility for this member, do consent and agree to his/her release as provided above of **The Fitness GAP**, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless **The Fitness GAP** from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THEIR NEGLIGENCE**, to the fullest extent permitted by law. I hereby give consent for emergency medical care in the event I cannot be notified. This care may be given under whatever conditions are necessary to preserve the life, limb or wellbeing of my dependent.

Date signed: _____

(Parent/Guardian signature)

RULES OF CONDUCT FOR MEMBERS OF THE FITNESS GAP

Includes: any/all time spent within the facility

- 1) I will engage in exercise and activities only to the level and extent appropriate based upon my own physical capabilities.
 - a. If uncertain of any physical limitations, please consult your physician for approval to begin any exercise program
- 2) While the facility is unsupervised, I acknowledge that I am solely responsible for my own health, safety and welfare while engaged in exercise at the facility.
 - a. In addition to such other limitations, spotters or safety cages will be used for free weight exercises.
- 3) I will wear appropriate clothing suitable for the exercises to be engaged in.
- 4) I will leave any wet clothes or shoes at a designated place outside of the gym.
- 5) I will be courteous to all other members using the facility and allow for the shared use of the equipment, weights or stations as may be reasonable and appropriate.
- 6) I will return all weights or other equipment to their appropriate locations/positions after use.
- 7) I am responsible for maintaining the cleanliness of all weights and equipment I use during/immediately following use.
 - a. Various cleaning supplies are available throughout the gym.
- 8) I will not enter the facility before 5:00 am or after 10:30 pm.
- 9) I will not use any substance to assist in grip without first getting approval from management.
- 10) If I allow use of the facility by non-members, my membership **can be immediately terminated** without any refund of any unused portion of my membership fee that has been previously paid.
- 11) I also understand that it is recommended to attend orientation of the equipment to become familiar with the use of the equipment in a safe way.
- 12) I am responsible for anything I bring onto J.M. McDonald Sports Complex grounds.
 - a. Use of any lockers provided by **The Fitness Gap** will first be discussed with management and locker information recorded.
- 13) I understand that the phone on the desk is available for emergency 911 calls only.
- 14) It is advised by **The Fitness GAP** that I have a medical alert of some type to get medical help if needed.
- 15) I will conduct myself in a respectful manner, maintain gym etiquette throughout my time on site, and be aware of my surroundings to maintain safe execution of any/all exercises.

THIS NOTICE PROVIDES IMPORTANT INFORMATION ABOUT YOUR PAYMENT OPTIONS: You may make payments on an installment basis or in a single payment. Paying the full amount may be less expensive but may involve financial risks to you. Read this notice carefully before making a decision. New York State law requires certain health clubs to have a bond or other form of financial security to protect members in the event the club closes. This club is exempt from this requirement since it gives members the option of paying on an installment basis, therefore, it need not post a bond or other form of financial security. In deciding whether to make your payments on an installment basis, you should be aware that if the club closes, although the club will remain legally liable for a refund, you may risk losing your money if the club is unable to meet it's financial obligations to members.

BY SIGNING BELOW, YOU HAVE READ AND FULLY UNDERSTAND THE RULES OF CONDUCT ALONG WITH YOUR PAYMENT OPTIONS. YOU ALSO ARE IN COMPLETE AGREEMENT RELATING TO ADHERENCE TO THE ABOVE TO THE BEST OF YOUR ABILITY.

Print Name

_____ **Date signed:** _____

(Member or Parent/Guardian signature)