

INDEPENDENT FITNESS

Membership Agreement

I desire to become members of INDEPENDENT FITNESS and hereby provide the following information:

Name	Key #	Key Location
Address		
Phone Number		

Acceptance and Agreement I hereby agree to accept and abide by the terms of this Membership Application and Agreement.

1. PROVISIONS. Independent Fitness will provide a fully equipped exercise facility including stationary bicycles, elliptical, treadmills, circuit training equipment and free weight training area. In order to keep the facility in the best possible condition a portion of Independent Fitness may be closed for a temporary time period for repairs and renovations. There will be no adjustment in dues for this period of closure.

2. MEMBER'S HEALTH WARRANTY. The member warrants and represents that the member or any family member or guest entitled to use the facilities of Independent Fitness under the terms of membership, has no disability, impairment, or ailment preventing him/her from engaging in active or passive exercise, or that will be detrimental or adverse to such person's health, safety, or physical condition if he/she does so engage or participate. The Member acknowledges and agrees that: 1) Independent Fitness will rely on the foregoing warranty in issuing the Membership; 2) Independent Fitness shall have no obligation to perform a fitness assessment or similar testing to determine the Member's physical condition; 3) Independent Fitness shall not be liable for any injury arising out of the member's disability impairment or ailment preventing him/her from engaging in active or passive exercise, or that would be detrimental or adverse to such person's health, safety or physical condition if he/she does so engage or participate. Each member and guest should be aware of his/her medical history and should consult with a physician prior to engaging in exercise or continuing to exercise if a medical condition appears or appears to be developing.

3. LIABILITY AND WAIVER OF LIABILITY. Member recognizes that there are hazards and risks connected with physical fitness training. These risks include, but are not limited to, abnormal blood pressure, fainting, heart disorders and heart attack, dehydration, heat exhaustion, sprains, muscle strain, blisters, stress fracture, shin splints, tendonitis, cartilage tears, bursitis, back pain and bruising of joints. Exercise beyond one's physical limits and/or accidents involving exercise equipment may result in serious injury or even death. Member agrees to defend, indemnify and hold harmless Independent Fitness against any loss, damage or expense incurred by reason of any claim or liability based upon personal injury (including death) or property damage arising out of the negligent or intentional action of Member. Member further agrees to release Independent Fitness and its owners, officer, agents, employees and/or affiliates from any and all liability arising out of injury to Member, and further agrees to defend, indemnify and hold Independent Fitness, its owners, officers, employees and/or affiliates free and harmless from against the same. Member acknowledges that surveillance cameras are in use for the protection of the Facility, its equipment and its members. Member hereby consents to being photographed and/or recorded for such purposes.

4. FACILITY AND HOURS OF OPERATION. The Facility is an unmanned fitness center and, with the exception of any closures for maintenance or any mandatory shutdowns by property management or any governmental authority, is open twenty-four (24) hours, three hundred sixty-five (365) days a year.

5. MEMBERSHIP ACCESS. Member will be issued a key fob, which will entitle Member to enter the premises and enjoy the use and benefit of the facilities of Independent Fitness (collectively, the "Facility"). Member agrees not to allow any other person(s) access to the Facility using Member's key fob, and Member will not allow anyone to enter the Facility along with Member. Member agrees to safeguard the key fob and in the event it is lost or stolen will report it to management immediately. Should Member violate any conditions of Membership Access, the membership may be revoked with no refund, and criminal prosecution may be applicable.

6. PERSONAL TRAINING. Independent Fitness offers no personal training. Should Member wish to make arrangements for personal training with one of the other members who is a trainer or an outside trainer, such arrangement shall be solely and exclusively between Member and the trainer. Independent Fitness is not a party to any arrangement between members of Independent Fitness for personal training. Independent Fitness shall not be liable in any way for results or lack of results obtained from any personal training arrangement activities between its members. All releases and waivers of liability as outlined in Section 8 herein apply to any and all fitness activities in which Member engages, regardless of any arrangement between members for personal training. Any introduction(s) by Independent Fitness of a member who is a personal trainer to Member shall not be considered by

Member to be an endorsement of the trainer by Independent Fitness. No member of Independent Fitness who is a personal trainer shall represent himself or herself to be an employee or an affiliate of Independent Fitness in any way other than as a member of the Facility. No member may use the Independent Fitness name or logo for any purpose.

7. RULES AND REGULATIONS. Member acknowledges that Independent Fitness operates under rules and regulations established for the safety and protection of its members, and agrees to be bound by such rules and regulations, as well by the rules and regulations subsequently approved and posted or otherwise published by Independent Fitness. Such rules and regulations in effect from time to time are incorporated into this Agreement by reference. Facilities, equipment, hours, service, regulations and policies are subject to change from time to time, without prior notice, in the sole discretion of Independent Fitness. Member agrees to accept such reasonable change(s) as a condition of membership. Member additionally recognizes:

- A. Members shall not move exercise equipment or use the equipment in any manner not authorized by Independent Fitness.
- B. All equipment shall be wiped down by Member after each use, with the supplies provided by Independent Fitness.
- C. This membership is for Member, and Member only, and Member will not give access to another individual unless is a guest who has signed the Guest Log In and paid the guest fee.
- D. Member will not misuse the equipment.
- E. All members must be at least eighteen (18) years of age, unless otherwise authorized by Independent Fitness.
- F. Members shall conduct themselves in a quiet, well-mannered fashion so as not to cause any disturbance which may interfere with the use and enjoyment of the Facility by any other member. Profanity or indecent language and/or behavior will not be tolerated. Any conduct deemed by Independent Fitness, in its sole discretion, to be offensive, potentially harmful, dangerous or abusive will not be tolerated, and shall be grounds for termination of Member's membership by Independent Fitness.
- G. Independent Fitness shall not be responsible for any lost or stolen items.
- H. Member should not occupy any equipment for an extended period of time. Member should allow others waiting to use such equipment to work into their rotation.
- I. The climate of the Facility is controlled by Independent Fitness and is set to provide the optimum exercise environment for the majority of its members. Members shall not change or seek to change any environmental controls and shall never prop the doors open for any reason.

8. PROHIBITED ACTIVITIES. Alcohol, drugs (including steroids), and smoking are prohibited within the Facility. Member agrees not to use the Facility or engage in any activity at Independent Fitness while under the influence of drugs, alcohol, or medication that may impair Member's ability to operate the equipment. No weapons of any kind are allowed. No photography, videotaping, filming or audio recording is permitted within the Facility without the express written consent of Independent Fitness's management. Independent Fitness reserves the right, in its sole discretion, to limit the consumption of food or beverages, or to the use of outside equipment within the Facility. Gambling or gaming is prohibited within the Facility or on the premises.

9. DRESS POLICY. Independent Fitness requires that members wear appropriate clothing and footwear while in the Facility. Appropriate clothing includes gym shorts, T-shirts, jogging suits, aerobic wear and sweat outfits. Street clothing and jeans are not considered appropriate clothing. Street shoes and black-soled shoes are prohibited within the Facility.

10. ENTIRE AGREEMENT. This Agreement, including the schedules, lists and other documents referred to in this Agreement which form a part of this Agreement, embody the entire agreement and understanding of the parties with respect to the subject matter contained in this Agreement. There are no restrictions, promises, warranties, covenants or undertakings, other than those set forth or referred to in this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to each subject matter.

11. FURTHER ASSURANCES. The parties agree to execute such further documents as may be necessary, proper or convenient, for the purpose of fully effectuating the terms and conditions of this Agreement.

12. SUSPENSION AND TERMINATION. I understand that Independent Fitness may suspend or terminate my membership at any time without refund, in its sole and absolute discretion, for non-payment of Membership Fees or for violation of any of Independent Fitness's policies and procedures, and that in so doing, Independent Fitness assumes no further liability to adhere to the terms of this Agreement.

13. ACCEPTANCE OF TERMS. As a Member, I understand that I am entitled to use the Facility within the scope of the membership that I have selected, and that I am obligated to pay my dues and fees regardless of whether or not I use the Facility. I agree to promptly update Independent Fitness of any change in my contact information (including address or telephone number) or change in credit information.

I certify that I have read the foregoing Membership Agreement, and that by signing below, I acknowledge that I understand and agree to be bound by all of the terms and conditions hereof.

Print Name _____ Signature _____ Date _____

INDEPENDENT FITNESS

Payment and Membership Agreement

Membership options (Check one).

All memberships include a 1 free access key (\$15.00value).

Gym Membership (3 Month Single) No Commitment

Membership Terms

Contract Length: 3 month(s)

Begin Date: _____

End Date: _____

Payment Terms

Price: \$95.00

Signup fee: None

Total Due Now: \$95.00 Received by _____

Gym Membership (12 Month contract Single) EFT Only

Membership Terms

Contract Length: 12 month(s)

Begin Date: _____

End Date: _____

Payment Terms

Price: \$25.00 (Monthly Installment)

Signup fee: None

Acceptance and Agreement

I hereby agree to accept and abide by the terms of this **Monthly Installment Membership**. I understand that this membership agreement is for a term of twelve (12) months and will continue thereafter on a month-to-month basis unless canceled by me with 30 days written notice. An early termination fee equal to 50% of the remaining balance will be charged if membership is cancelled before End Date. Early termination fee will be paid immediately upon cancellation approval.

Initials

I hereby **authorize** Independent Fitness to effect payment for monthly dues and approved membership charges for the duration of my membership through electronic funds transfer. This authorization is to remain in full effect until Independent Fitness has received WRITTEN NOTIFICATION from me on cancelation in writing 30 days prior to requested cancelation date.

Initials

Print Name _____ Signature _____

Date _____

Total Due Now: \$25.00 (First Installment) Received by _____