

# Fulda Vitality Fitness

## Membership Form

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ KEY FOB NUMBER: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: (home) \_\_\_\_\_

(Cell) \_\_\_\_\_

E-mail address: \_\_\_\_\_

### EMERGENCY CONTACT:

Name/Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

### MEMBERSHIP: (check one)

#### SINGLE

Monthly: \_\_\_\_\_ 6 month: \_\_\_\_\_ Year: \_\_\_\_\_

#### FAMILY

Monthly: \_\_\_\_\_ 6 month: \_\_\_\_\_ Year: \_\_\_\_\_

Please list all family members that will be using the3 Family Membership:

Name/Relationship/DOB: \_\_\_\_\_

Name/Relationship/DOB: \_\_\_\_\_

Name/Relationship/DOB: \_\_\_\_\_

Name/Relationship/DOB: \_\_\_\_\_

# **Fulda Vitality Fitness, LLC.**

## **Membership Agreement**

Agreement made on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_ Fulda Vitality Fitness\_\_\_, a corporation organized and existing under the laws of the state of Minnesota, with its principal office located at 110 N. St. Paul Ave., Fulda, Murray Co., MN 56131, referred to herein as the Club, and \_\_\_\_\_ of \_\_\_\_\_ (street address, city, county, state, zip code).

Whereas \_\_\_\_\_ desires to become a member of the Club and cannot become a member without agreeing to the rules and regulations set forth below and abiding by the terms of this agreement;

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1. Check In Policy**

Members must check in or scan their proximity card each time that they use the Club by presenting his/her current membership card at the front desk or performing a scan at the main access upon arrival. Club usage may be denied if member does not present card. The Club may either close or operate at reduced hours on holidays. Business hours, policies, and regulations are subject to change without notice.

### **2. Membership Fees and Cancellation**

Membership use and services must be paid for in advance. All fees and schedules are subject to change without notice. At the present time, membership fees are as follows:

- A. Monthly Memberships \$35.00;
- B. Semi-Annual Memberships \$180.00;
- C. Annual Memberships \$300.00;
- D. Family Monthly Memberships 60.00;
- E. Family Simi- Annual Memberships \$300.00;
- F. Family Annual Memberships \$480.00;
- G. Day Pass \$5.00/day;
- H. Week Pass \$15.00.

The Obligation to pay dues is not dependent on the availability of all the Club's facilities. Special engagements, repairs, and maintenance of some facilities may make it necessary for the Club to restrict

use of, or close, one or more of the facilities. Fees will not be reduced or suspended during the time when one or more of the facilities are not available. Monthly Renewing Members may cancel memberships by notifying Club personnel of his/her wish to cancel over the phone or in person, any time during business hours prior to the first day of the month to be cancelled. There are no refunds for membership fees, and the Club will not prorate a cancelled membership.

### **3. Three-Day Right of Recession**

New members have three days after signing this Agreement to cancel their membership without penalty. If the Agreement is cancelled within three days, the Club will return to the member within thirty days all amounts paid. To cancel, new members must call or come into the Club and inform the front desk personnel of their wish to cancel.

### **4. Freeze Policy**

**Members may put their membership on freeze, in one calendar month increments, for up to three calendar months per calendar year. Notice of freeze must be given to Club personnel over the telephone or in person any time during business hours prior to the first day of the month to be frozen. Members will not be billed for frozen months. Billing will resume automatically upon end of freeze. Yearly Members will have current year extended by the number of frozen months. Anyone who freezes his or her membership must obtain a confirmation number. This confirmation number is used for reference and proof of freeze. The Club will not accept freeze claims without a confirmation number.**

### **5. Attire**

Proper attire is required for participants using the Club. Shirts, shoes, and Clean, un-torn clothing are mandatory. No bathing suits or briefs without tights or leg coverings are allowed. Proper footwear must be worn as follows:

- a. Weight Training and General Exercise

No open toed shoes, thong sandals, sandals, street shoes, bare feet, or slipper-type shoes allowed.

### **6. Equipment**

All equipment must be used as designed. If member is not familiar with use of equipment, he/she must arrange instruction with a staff member. Instruction is available to members as part of their membership. Members must be familiar with and observe Club rules and regulations posted in the Club area. Members who do not observe Club rules and regulations or who abuse equipment in any fashion will be asked to leave. The management reserves the right to terminate membership to anyone who refuses to observe any of the Club's rules or regulations.

**7. Conduct**

The Club is committed to the health, safety, and welfare of each of its members and staff and will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. The Club has the right to judge behavior and respond accordingly. This right include, but is not limited to, termination of membership of any member engaging in unacceptable behavior.

**8. Training**

Outside trainers (or anyone acting as a trainer) may not do business of any kind in our facility, whether in the form of client solicitation or training facilitation.

**9. Children**

Members must be 18 years of age or older. Minors between ages 14 to 18 will be permitted memberships, but must always be accompanied by their parent or guardian. Failure to do so will result in termination of minor's membership. Minors under the age of 18 must be supervised at all times. No persons under the age of 14 are allowed on or near any of the facility's equipment at any time.

**10. Damages**

Members shall pay for any damages to the Club's property which results from the willful or negligent conduct of member, member's guests, or dependent children.

**11. Lost Articles**

The Club assumes no responsibility for lost or stolen articles. Lost and found articles not claimed will be donated to charity.

**12. Guests**

Guests may enter the Club on payment of a fee determined by the Club from time to time. Guests must sign the Guest register and show a form of photo identification. The number of visits by a guest to the Club is at the sole discretion of the club and must be at least 18 years old. NO access to club is allowed by nonmembers. If a member is lending their proximity card to nonmembers or allowing nonmember to use the facility, the member's membership and access will be immediately terminated.

**13. Proximity Cards**

Members and guests will be disturbed a proximity card capable of 24 hour access upon payment for membership and a signed contract. A \$10 deposit is required for the proximity card. At the time of termination of this agreement, upon safe return of a functional proximity card with no damage, the guest/member will be repaid the \$10 deposit.

**14. Nonmember Zero-Tolerance**

Upon signing this agreement, members accept the responsibility to report any nonmembers being allowed onto the premises for use of the facility to the Club staff. Allowing nonmembers to use the

facility without a guest pass or checking in with the staff will grant immediate termination of the member's membership without any reimbursement of member's fees paid.

**15. Smoking, Food, and Drinks**

No smoking is allowed in any part of the facility. No food is allowed at any time. Water may be taken into workout areas if it is in a non-breakable, enclosed container.

**16. Cancellation of Membership by Member**

Upon permission of billing and/or electric transfers for payment a member may cancel his or her membership at any time upon payment of cancellation fee of \$75.

**17. Change of Rules and/or Regulations**

The Club reserves the right to add to, change or remove rules, conditions of membership, opening and closing hours and the services and facilities offered by the Club from time to time.

**18. Waiver, Release and Assumption of Risk**

- a. The undersigned member (hereinafter referred to as Member) understands and agrees that he/she is voluntarily participating in physical activities which may expose Member to some level of risk or injury, and Member represents that he/she is aware of the nature of these activities and agrees to accept any and all risks associated with participation in these activities.
- b. Member represents that he/she is in good physical health, and that Member shall notify the Club in writing if he/she becomes unable to participate in an activity due to some physical or mental considerations. In consideration of the Club allowing Member to participate in physical activity within facilities of the Club and use the Club's equipment, Member agrees to indemnify and hold the Club harmless, as well as its directors, agents, officers, and employees, against loss (including reasonable attorneys' fees) from any and all claims of negligence, demands, rights, or causes of actions of any kind or nature that may hereafter at any time be made or brought by Member or on Member's behalf for any known or unknown, foreseen and unforeseen bodily or personal injuries, damages to property and consequences thereof which may be sustained by Member as a direct or indirect result of participating in the aforementioned activities and use of the equipment of the Club.

**19. Miscellaneous**

- a. This agreement contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this agreement. The provisions of this may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.
- b. Any dispute under this agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

- c. Member has read, and fully agrees to the terms of this agreement and understands and agrees that by signing this agreement (which contains a waiver, release and assumption of risks) Member has given up considerable future legal rights. Member has signed this agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him or her.

Witness our signatures as of the day and date first above stated.

***Name of Health Club***

By \_\_\_\_\_  
(Name and Office in Corporation) (Member) \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_  
(Name and Office in Corporation) (Member) \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_  
(Name and Office in Corporation) (Member) \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_  
(Name and Office in Corporation) (Member) \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_  
(Name and Office in Corporation) (Member) \_\_\_\_\_ Date \_\_\_\_\_

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By \_\_\_\_\_  
(Name and Office in Corporation) (Member) \_\_\_\_\_ Date \_\_\_\_\_

