

KEY FOB#: \_\_\_\_\_



Date / /

## Membership Application and Agreement

### Part 1 - Personal details

**\*PLEASE PRINT CLEARLY\***

Name				Sex	Male / Female		
Date of Birth	/ /						
Street Address			City			State	Zip
Email Address							
Home/Cell Phone	( )						
Emergency Contact				Emergency Phone			

*If you have or had any of the following please CIRCLE:*

- |               |               |                       |           |                 |
|---------------|---------------|-----------------------|-----------|-----------------|
| Heart Attack  | Heart Disease | High Blood Pressure   | Stroke    | Asthma          |
| Broken Bones  | Blood Clots   | Digestive Problems    | Dizziness | Varicose Veins  |
| Muscle Cramps | Hepatitis     | Heart Murmur          | Diabetes  | Fainting Spells |
| Allergies     | Convulsions   | Chronic Lung Problems | Surgery   | Other           |

*If any of the above is CIRCLED, please explain:* \_\_\_\_\_

- List major surgeries performed in the past 10 years:
- Are you pregnant? YES NO

**PLEASE NOTE:** We recommend that all Members consult their physician before beginning any exercise program. Shape Fitness reserves the right to deny or cancel any membership based on false or incorrect information. Applicants and Members acknowledge and agree to use Shape Fitness facilities, including passive and active activities, personal training, classes, and tanning services at their own risk.

### Part 2 – Membership details

*\*Shape Fitness Representative only*

Membership Type: _____	Term: _____	Start Date: / /	End Date: / /
Personal Trainer: _____		Membership Rep: _____	

<i>*Shape Fitness Admin only</i>			
€Zen Planner	€Brivo	€Semi Annual	Date: _____
App. Entered By: _____			

Gym Location \_\_\_\_\_



## Membership Payment Agreement

### Part 3 – Payment details

Membership Dues	(OPTIONAL)
<p><b>REQUIRED*</b></p> <p><b>New Membership First Month Dues</b></p> <p>Membership Fee \$ _____</p> <p>Initiation Fee \$ _____</p> <p><b>Total First Month</b> \$ _____</p> <p>Term: <u>12</u> months</p> <p>Monthly Membership Fee \$ _____</p> <p>Total Contract Amount \$ _____</p> <p><i>Payments will process on the _____ day of each month for a total of _____ months</i></p>	<p><b>Credit Card Authorization</b></p> <p>Card Number _____</p> <p>Expiration ____ / ____ Zip Code _____</p>
<p><b>Payment Authorization</b></p> <p><b>Electronic Funds Transfer</b></p> <p>I, _____, authorize my bank to transfer</p> <p>First _____</p> <p>Month Dues and consecutive monthly payments beginning ____/____/____.</p> <p>Bank Name _____</p> <p>Routing Number _____</p> <p>Account Number _____</p> <p>Street Address _____</p> <p>ZIP Code _____</p>	<p>X _____</p> <p>Customer Signature _____ Date _____</p>

X \_\_\_\_\_

Customer Signature

Date



**RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

In consideration of participating in health or fitness club activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence \_\_\_\_\_ and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them ( hereinafter collectively referred to as “ Releases”), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that health and fitness club activities involve known and anticipated risks which could result in physical or emotional injury, paralysis por permanent disability, death, and property damage. Risks include, but are not limited to, musculoskeletal injuries, broken bones, and/or overuse injuries, injuries caused by equipment that break or otherwise fails; death as a result of drowning or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in the activity or that might have been caused by the negligence of the Releases. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate despite due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releases from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releases or anyone acting on their behalf

be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the cost of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releases' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and agree to be bound by its terms.**

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Mobile Phone (\_\_\_\_\_) \_\_\_\_\_ Date \_\_\_\_\_

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT  
(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (PRINT minor's name) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releases from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

## Membership Terms and Conditions

1. **KEY FOB:** One key fob will be issued per Member. Replacement key fobs are \$10.00. When entering the gym each Member must swipe his or her own key fob; do not open any door for Members or non-members. Key fobs are for the exclusive use of the Member only. Unauthorized use or lending of a key fob to a Member or non-member will cause in termination of membership without a refund and possible legal actions. \_\_\_\_\_
2. **GUESTS:** You are allowed to bring a guest only during sign up hours posted at each location. They will need to pay \$10 per visit and sign a waiver. \_\_\_\_\_
3. **AGREEMENT AND RELEASE OF LIABILITY:** Because of the nature of our 24/7 gyms, staff supervision is not always provided. Members must take necessary precautions to ensure their own safety.
4. **AGE:** Members 12-15 years old must be accompanied by a parent or guardian at all times while on Shape Fitness premises. All members under 18 must have their parent or guardian sign the Membership Terms and Conditions form. Children under the age of 12 are not permitted in the gym at any time. Children of Members are not permitted in the gym unless they are Members. Shape Fitness reserves the right to deny or cancel membership to children under 18 who exhibit unsafe behavior and/or do not follow Membership Terms and Conditions.
5. **MONTHLY DUES:** Monthly dues will automatically be debited each month from the Member's checking or savings account, or charged to Member's credit card on the day of sign up for each month. If said day falls on a weekend, payments will process the following business day. Members are responsible to ensure funds will transfer in order to retain access to Shape Fitness. Insufficient payment will inactivate Member's key fob. Member will be responsible for all charges, fees, and will be sent to collections after 90 days of non-payment.
6. **MAINTENANCE OF FACILITIES:** The Club may be temporarily closed for periods of up to two (2) weeks each year for maintenance purposes. A \$19.99 maintenance fee will be charges on March 1<sup>st</sup> and September 1<sup>st</sup> of every year. Member authorizes the Designated Billing Company to automatically draft this amount along with the Member's regular membership dues.
7. **RULES/POLICIES/REGULATIONS:** Shape Fitness adheres to a non-discrimination and non-harassment policy. Members shall adhere to, and comply with, all of Shape Fitness rules, policies and regulations irrespective of Member's actual or claimed knowledge. Additionally, Shape Fitness maintains a non-solicitation policy in and around premises.
8. **CANCELLATION/DENIAL OF MEMBERSHIP:** Members must notify Shape Fitness in writing of their 30 day notice to cancel membership. \_\_\_\_\_. Members will be charged for next billing cycle as fee for cancellation. Member must return key card at the time of cancellation. Registered sex offenders of any state shall not be granted membership to Shape Fitness. Shape Fitness reserves the right to deny or cancel the membership to any potential or current members who are charged with any sexual offenses, felony crimes, or serious criminal misconduct. Shape

Fitness reserves the right to deny and/or cancel any membership at any time for breaches of any Membership Terms and Conditions or for any violation of Shape Fitness rules, policies, and regulations.

9. **RIGHT TO FREEZE:** Member may Freeze membership for a minimum term of one month. Memberships will be Frozen at the beginning of Member's next billing cycle. Payments will continue to process during Freeze time and Freeze time issued to the Member will be added as an extension to the Member's contract. Key fob will be suspended until the freeze period is over.
10. **AUTOMATIC RENEWAL:** Member's Agreement shall automatically renew on the expiration date set forth on the first page of this Agreement, on the contract anniversary, for the exact term of original contract. The Member's dues shall remain the same and continue per terms of the contract unless Member notifies Shape Fitness, in writing, 30 days prior to the processing date.
11. **LIABILITY/WAIVER OF CLAIM:** Before beginning an exercise program at Shape Fitness, each Member is strongly advised to check with his or her physician or health care provider to determine if there are any medical conditions or concerns that could put Member's health at risk. The Member shall warrant no disability, impairment, or ailment preventing him or her from engaging in active or passive exercise, or that will be detrimental or adverse to such person's health, safety, or physical condition. Shape Fitness shall have no obligation to perform a fitness assessment or similar testing to determine Member's physical condition. If any fitness assessment or similar testing is performed at Shape Fitness it is solely for the purpose of providing comparative data with which the Member can track progress and is not for diagnostic purposes. It is expressly understood and agreed upon by the parties that the Member is participating voluntarily and is aware that there are risks involved and that Shape Fitness, its owners, staff, officers, agents, or members shall in no way be responsible and Member assigns harmless from any injuries, illnesses, conditions, damages or any other adverse conditions in any way related to Member's membership with Shape Fitness or the use of its facilities or services.
12. **LOST/STOLEN ITEMS:** Any valuables including but not limited to jewelry, money, or any other personal effect brought into Shape fitness or anywhere on the premises shall be at Member's sole risk. Member agrees that Shape Fitness shall not be responsible for any personal property on Shape Fitness premises and shall hold Shape Fitness harmless from loss or theft. Shape Fitness will retain unclaimed items for 30 days, after 30 days items will be discarded.
13. **EQUIPMENT:** Members use equipment and machines at their own risk. Members must notify staff immediately either a verbal or written notice if a machine is malfunctioning.
14. **LOCKERS:** Lockers are for day use only. Any locks left on lockers overnight will be cut and the contents will be discarded. Shape Fitness is not responsible for any items left in lockers.
15. **DEATH/DISABILITY:** If Member dies or becomes disabled and is therefore unable to receive benefits from Shape Fitness pursuant to this Agreement, Member, or Member's estate is liable for payments prior to Member's actual death or disability. Shape Fitness shall return to the Member or to his or her estate the proportional amount owed, if any, within 30 days of notice of death or disability.

I have read and I understand the Membership Terms and Conditions.

_____	_____ / ____ / _____
Member Signature	Date
(Parent/Guardian Signature if under 18)	
_____	_____ / ____ / _____
Shape Fitness Representative Signature	Date