

## MEMBER CONTRACT



Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
Zip Code \_\_\_\_\_ Cell Phone \_\_\_\_\_ Birthdate \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

PHOTO

Emergency Contact \_\_\_\_\_ Their  
Phone \_\_\_\_\_

ID \_\_\_\_\_ Door Code \_\_\_\_\_

### Service Fee & Membership

Debit card/Credit card/Bank account draft will continue monthly on the date agreed upon until member cancels. Cancellation requires a 30 day notice.

Enrollment Fee	\$ 49	Initial Payment	ACH \$ _____	Date First Regular Draft	____/____/____
Prorated ACH 15	\$ _____	Check	\$ _____	Monthly	\$ _____
Prorated ACH 30	\$ _____	Cash	\$ _____	Other Frequency	\$ _____
Credit Card Fee	\$ _____	Credit Card	\$ _____	Insurance	_____

Includes the following Members: \_\_\_\_\_

Buyer, hereinafter referred to as "Member," agrees to purchase the use of Seller's facilities on a monthly basis until such time as Member gives a 30 day notice of cancellation. In the event Member dies or becomes totally and permanently disabled during the membership term, Member or Member's estate, in case of Member's death, may cancel this agreement and be refunded any future payments made to seller for unused services. If member has a history of heart disease, Member should consult a physician before joining the facility.

You, the buyer, have seven (7) business days to cancel this contract. To cancel, mail or hand deliver a letter to the following address:  
BeneFit for Women, 6698 Highway 41, Ringgold, GA 30736. Amount paid at time of signing contract (as indicated above) will be refunded minus the \$49 enrollment fee.

It is recommended that you send your cancellation notice by registered mail, return receipt requested, in order to prove that you did cancel. If you do hand deliver your cancellation, be sure to get a signed statement from a staff member at the facility, acknowledging your cancellation. To be effective, your cancellation must be postmarked by midnight, or hand delivered on \_\_\_\_\_ and must include all contract forms, membership cards, entry code cards, and any other documents and evidence of membership previously delivered to you.

You (the buyer) may cancel this agreement within 30 days from the time you knew or should have known of any substantial changes in the services or programs available at the time you joined. Substantial changes include, but are not limited to, changing from women only or men only to coed or vice versa. The previous paragraph describes cancellation procedures. Keep a photocopy of the cancellation letter for your records. Under this contract, no further payments shall be due to anyone, including any purchaser of any note associated with this contract, in the event the facility in operation ceases to operate and offers no other alternate location, substantially similar, within ten miles.

### NOTICE

State law requires that we inform you that should you (the buyer) choose to pay for any part of this agreement in advance, be aware that you are paying for future services and may risk a loss of your money in the event this gym ceases to conduct business. Health clubs do not post a bond, and there may be no other protections should you choose to pay in advance. Initial \_\_\_\_\_

By my signature below, I, the Member, certify that I am physically able to use all facilities and do hereby agree that this facility is not responsible or liable to me or to my estate for any accident, injury, or loss of personal property. I understand that I cannot transfer this membership to any other person, nor is any portion of my membership refundable after seven (7) business days from the signing of this contract. I do hereby release this facility, its employees and owners from any claim or cause of action which may have occurred as a result of any medical problem known or unknown which I have knowledge presently or in the future. I verify no promises or guarantee, other than those written in this agreement, were made to me by this facility or its employees. I agree to follow instructional guidelines and to cooperatively utilize the facilities with other members. Failure to do so may result in cancellation of my membership. I certify that I have read this agreement and agree to the terms herein.

Member's Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Benefit Representative \_\_\_\_\_

## 24 Hour Access Club WAIVER & RELEASE FORM

You have agreed to purchase membership at a facility that allows you access at any time. As such, you are aware that there will be **no supervision or assistance**. You are also aware that if you are injured, become unconscious, suffer a stroke or heart attack, there will likely be no one to respond to your emergency and this facility has no duty to provide assistance to you. Even though this facility is equipped with surveillance cameras, it is likely that should you require immediate assistance, none will be provided. We highly recommend that you have a workout partner accompany you while at the club, but it is entirely up to you. **Initial** \_\_\_\_\_

Because physical exercise can be strenuous and subject to the risk of serious injury, the club urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest, or participant) agree that if you engage in any physical exercise or activity or use any club amenity on the premises or off premises including any sponsored club event, you do so **entirely at your own risk**. You agree that you are voluntarily participating in the use of the facility **and assume all risks** of injury, illness, or death. We are also not responsible for any loss of your personal property. **Initial** \_\_\_\_\_

This waiver and **release of liability** includes, without limitation, all injuries which may occur, regardless of negligence, as a result of: (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment and (c) your slipping and/or falling while in the club, or on the club premises, including adjacent sidewalks and parking areas. **Initial** \_\_\_\_\_

You acknowledge that you have **carefully read this “waiver and release”** and fully understand that it is a release of liability. You expressly agree to release and discharge the club, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the club for negligence, personal injury or property damage. **Initial** \_\_\_\_\_

I understand the following **weight limits** are in place for member safety and agree to abide by them. Rowing machine: 500 lbs; Bikes: 400 lbs; Treadmills: (Landice 400 lbs, Lifespan 350 lbs); Ellipticals: (Life Fitness 350 lbs, Nautilus 300 lbs); StairMaster: 350 lbs; Tread Climber: 300 lbs; Vibration Machines: (Gforce 425 lbs, VPX 325 lbs). **Initial** \_\_\_\_\_

Do you know of **any reason you should not do physical activity**, such as, but not limited to: chest pain, dizziness, bone or joint problem? Has a doctor ever said that you have a heart condition or any other condition and that you should only do physical activity recommended by a doctor?

**Please circle YES or NO**

Note: Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed, and the remainder of this agreement will remain in full force.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_