



NW FITNESS & STRENGTH MEMBERSHIP AGREEMENT

Full Name: _____ DOB: _____ Age: _____ Phone: _____ ODL: _____

Mailing Address: _____

Email: _____ Emergency Contact: _____ Phone: _____

MEMBERSHIP AGREEMENT

1. This Agreement between **NW Fitness & Strength** (hereinafter "Club") and _____ is for the purchase of health club membership and services as more fully described herein. I/we understand that each of us is individually responsible to fully perform all obligations under this Agreement. It is my/our responsibility to know whether this Agreement is in default or if payments have been missed.

2. **DATE:** The date of this agreement is _____. The date my/our membership begins is _____.

3. **PROMISE TO PAY.** Upon execution of this Agreement, I/we agree to pay a ONE TIME ENROLLMENT FEE of _____ and an INITIAL PAYMENT of _____ for () first month dues () last month dues () other (explain) _____. In addition to the ONE TIME ENROLLMENT FEE and the INITIAL PAYMENT, I/we agree to pay MONTHLY DUES of (**PREPAYMENT:** We may prepay all of the amount I/we owe at any time without penalty.):

\$ _____ per month for a period of _____ consecutive months.

TOTAL DOWN PAYMENT (enrollment fee): \$ _____

PAYMENT SCHEDULE WILL BE: number of payments _____

TOTAL MONTHLY PAYMENT OWED : \$ _____

Amount of payments _____

TOTAL SALES PRICE (total of above) : \$ _____

Day of month payment due _____

4. **AUTOPAY:** I, _____, authorize my bank to make my payment by the method indicated below and to post it to my account. (**MUST ATTACH VOIDED CHECK OR DEPOSIT SLIP.**)

Account Number _____ Transit/ABA # _____

Number of Payments _____ Amount of Payment _____ First Payment due date _____

() Checking () Savings Bank _____

Customer Signature _____ Date _____

5. **PAYMENT.** Any monthly payment received more than ten (10) days after the due date shall be subject to a late charge of Twenty Five Dollars (\$25.00). If payment is not made within 10 days of due date, or if the automatic transfer from checking/savings account is interrupted or discontinued for any reason, purchaser automatically forfeits any enrollment fee and relinquishes any and all rights hereunder and the right to use the facility.

7. **CANCELLATION (after 3 days):** This Agreement may be canceled under the following circumstances:

(a) if I/we become physically unable to use a substantial portion of those Club services which I/we used prior to the onset of the disability as determined by a qualified physician agreeable to the parties.

(b) if **NW Fitness & Strength** goes out of business.

(c) if **NW Fitness & Strength** changes the Club services promised as a part of the initial contract.

READ CAREFULLY: This is an Installment Agreement. My failure to regularly attend the Club and utilize its programs and facilities does not relieve me of my obligations, regardless of the circumstances, to pay for this membership in full unless otherwise provided herein. My membership and membership services are absolutely non-cancelable by me (except as provided herein), non-transferable and not-refundable. No representations or statements except as contained shall be binding upon the Club. I have been presented a list of all membership plans and I understand the terms and conditions and the rules regulations in this agreement.

All cancellations **MUST BE IN WRITING.** Should member(s) permanently move their residence to a location that is more than 25 miles from the facility, payment on this agreement will be suspended on payment of an appropriate cancellation fee of \$100.00 or half of remaining membership contract, whichever is the greatest and legitimate verification of the move. All services require a 30 DAY WRITTEN NOTICE by CERTIFIED MAIL, prior to the due date of the next payment due to cancel with a brief explanation of why I/we desire to terminate said agreement.

6. **RIGHT TO CANCEL (within 3 days):** if you wish to cancel this contract, without penalty, you may cancel it by MAILING a WRITTEN NOTICE to **NW Fitness & Strength, 112 Main St., Molalla, OR 97038.** The notice must indicate your intention to cancel the contract and must be delivered by CERTIFIED MAIL before midnight of the third business day after you sign this contract. If you cancel within the 3 days, **NW Fitness & Strength** will return to you, within 30 days, all amounts you have paid.

SERVICES, RULES, REGULATIONS, POLICIES

7. FACILITY AND HOURS OF OPERATION. The Facility is a manned fitness center and, with the exception of any closures for maintenance or any mandatory shutdowns by property management or any governmental authority, is open as stated in Facility hours.

8. SERVICES INCLUDE: Showers, fitness instruction, group fitness, tanning.

9. SIGN-IN: All members, upon entering the Club, are required to present their membership number in order to gain entrance into the Club.

10. GUEST POLICY: Guest privileges are extended to regular members, with prior management approval, and must be at least 18 years of age. The front desk must sign in guests before entering the gym. Guests agree to pay the daily guest fee.

11. RELEASE 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 **NW Fitness & Strength** 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 **NW Fitness & Strength** 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 **NW Fitness & Strength**, 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.

12. RULES AND REGULATIONS. Member acknowledges that **NW Fitness & Strength** 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 **NW Fitness & Strength**. 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 **NW Fitness & Strength**. Member agrees to accept such reasonable change(s) as a condition of membership. Member additionally recognizes:

- a. Under no circumstances shall Member move exercise equipment or use the equipment in any manner not authorized by **NW Fitness & Strength**.
- b. All equipment shall be wiped down by Member after each use, with the supplies provided by **NW Fitness & Strength**.
- c. This membership is for Member/s, and Member/s only, and Member/s will not give access to another individual.
- d. Member will not misuse the equipment.
- e. All members must be at least eighteen (18) years of age, unless otherwise authorized by **NW Fitness & Strength**.
- f. Members shall conduct themselves in a quiet, well-mannered fashion so as not to cause any disturbance that 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 **NW Fitness & Strength**, 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 **NW Fitness & Strength**.
- g. **NW Fitness & Strength** 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 **NW Fitness & Strength** 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 open any doors or windows to the Facility for any purpose.

13. 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 **NW Fitness & Strength** 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 **NW Fitness & Strength's** management. **NW Fitness & Strength** 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.

14. DRESS/TOWEL POLICY. **NW Fitness & Strength** 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. Member agrees to have a cloth towel during workouts to protect and clean the equipment after Member's use.

15. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

16. BINDING EFFECT. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties' hereto and their respective successors and assigns.

17. 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.

18. GOVERNING LAW. This Agreement, and all documents mentioned herein by reference, shall be governed by the laws of the State of Oregon.

19. 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.

20. SUSPENSION AND TERMINATION. I understand that **NW Fitness & Strength** may suspend or terminate my membership at any time, in its sole and absolute discretion, for non-payment of Membership Fees or for violation of any of **NW Fitness & Strength's** policies and procedures, and that in so doing, **NW Fitness & Strength** assumes no further liability to adhere to the terms of this Agreement.

21. 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 **NW Fitness & Strength** of any change in my contact information (including address, telephone number or email address) 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. I further acknowledge that a fully executed copy of this Membership Agreement has been provided to me.

Member's Signature _____

Print Name & Date _____

Signature of **NW Fitness & Strength** representative

Print Name/ Date _____