

Fitness Center Membership Application and Agreement

I/We desire to become members of Hidden Valley Lake Fitness Center and hereby provide the following information of our application:

Member(s) Infor	mation:									
1. Name	Last	First		———	Date of Birth	Soc.Sec#_	Scan Code:			
Nome						Coo Coo #	Soon Code			
. Name	Last	First		MI	Date of Birth	_ S0C.SeC # _	Scan Code:			
Address:						Pho	one:			
	Number & Street		City		State Zip					
Mobile Phone:		E	mail Address: _			If you c	do not have an email address, please initial:			
Occupation:			_Employer:				Work Phone:			
Business Address	:									
	Number & Street		City		State		Work Phone:			
Business Address	: Number & Street		City		State	Zip	-			
Family Members			City		State	p				
-			A 00	Dinth	data	Coom	Code:			
			_							
. Name			_ Age	_ Birth	date	Scan	Code:			
EMERO	EMERGENCY CONTACT: Name: Relationship:									
						-				
∟ Membership Тур	oe:									
	Individual	\$		Me	mber Name:					
	Add On	\$		Me	ember Name:					
	Add On									
	Add On									
charges wi Funds Trai must be m • 1	ill be collected electr nsfer information rec ade by other means, I understand that all E I understand that all a	onically uired b no later nrollme greemen	y after the 5 th of elow. In the even than the 20 th da nt Fees and Mem tts are 12-month	the morent we any of the observation theorem the observation the observation the observation the observation theorem the observation theorem the observation theorem the observation theorem the observation t	nth, unless previouse unable to colle emonth in order to dues are subject to automatically rene	usly paid by ect payment to maintain n applicable s ew on a mont	for the following month, along with authorized mother means. All members must provide Electroleelectronically, the member will be notified and prembership privileges. It tate sales tax. In the to-month basis until cancelled by the member. The programs and services not paid at time of registrations.			
	HVL POA dues must									
	ent Summary:				_		rization Agreement:			
	12 Month Billing _	M	onth-to-month B	illing	Men	bership Nun	nber:			
	3 Month (student)			Bank	Name:	Must provide voided check			
Total 1	Enrollment Fee with t	ax:	\$							
Prorat	ed month's Dues with	tax:	\$	_	Acco	ount Number:	·			
Paid in	n full with tax:		\$		Rout	ing Number:	·			
	Payment upon Enrolli	nent:	\$		Payn	nent method:	Cash Check #			
Total	ayment upon Emom	iiciit.	Ψ	_		_ Bank Card	#:			
Next I	Billing Date:				Card	#:	Exp. Date			
	to accept and abide by						We understand that this membership agreement is for			
/We (Member) hem	reby authorize HVL F	itness C unds tra	enter/POA Offic	e to effe orization	ect payment for mo	nthly dues ar	ither of us). Initials In dapproved membership charges for the duration of Club has received WRITTEN NOTIFICATION from South Control of the			
Member			Date		Member		Date			
Accepted by			Date							
recepted by			Date							

- 1. PROVISIONS. The HVL Fitness Club will provide a fully equipped exercise facility including a fitness training area with stationary bicycles, elliptical, treadmills, circuit training equipment and free weight training area. The HVL Fitness Club and facilities may be unavailable during a period of repair and maintenance or special events, programs or private parties, or by Management's schedule for these events. In order to keep the facility in the best possible condition a portion of the HVL Fitness Club 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 the HVL Fitness Club 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) the HVL Fitness Club will rely on the foregoing warranty in issuing the Membership; 2) the HVL Fitness Club shall have no obligation to perform a fitness assessment or similar testing to determine the Member's physical condition; 3) if any fitness assessment or similar testing is performed by the HVL Fitness Club, it is solely for the purpose of providing comparative data with which the Member can track progress in a program and is not for diagnostic purposes. 4) The HVL Fitness Club shall not be subject to any claim, demand, or injury whatsoever on account of the HVL Fitness Club's evaluation or interpretation of such fitness assessment or similar testing. 5) The HVL Fitness Club 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 to be developing.
- 3. **LIABILITY AND WAIVER OF LIABILITY.** Each member of the HVL Fitness Club shall be liable for any property damage and/or personal injury (caused by the Member, Member's Family, Guest or any other person) at the HVL Fitness Club or any activity or function operated, arranged or sponsored by the HVL Fitness Club. It shall be the obligation of the member to pay for any costs involved upon presentation of a statement thereof. Any and all use of the HVL Fitness Club Facilities, or participation in, the HVL Fitness Club, activities operated, arranged or sponsored by the HVL Fitness Club either on or off of the HVL Fitness Club's premises by the Member, Member's Family or Guest(s) shall be AT SUCH PERSON'S OWN RISK, and the HVL Fitness Club shall not be liable for any injuries or damages to such person, or the property of such person, or be subject to any claim, demand, injury or damages. The Member individually, and on behalf of the Member's personal representative, heirs, administrators, assigns and successors does here by expressly forever release and discharge the HVL Fitness Club, its successors and assigns, as well as its officers, agents and employees from all such claims, demands, actions, or causes of action.
- 4. **SUSPENSION/TERMINATION OF MEMBERSHIP BY MANAGEMENT.** Management has the right to suspend and/or terminate any membership for non-payment of dues, fees, HVL Property dues, or for behavior inimical to the enjoyment of the HVL Fitness Club by other members and staff for any reason deemed sufficient in the sole discretion of Management.
- 5. **BUYER'S RIGHT TO CANCEL OR TERMINATE.** Members have the right to cancel this contract within three (3) business days after receipt of a copy of this contract. **Cancellation must be in writing** and delivered to HVL Fitness Center either in person, by fax or by certified registered mail. All faxed and mailed cancellations will be dated 30 days from fax date or postmark. Dues for the final month will be pro-rated and billed during the final month. In the event of a three (3) day cancellation, the HVL Fitness Club will refund all enrollment fees and dues paid. Month-to-month members may voluntarily terminate membership at any time after their 12 month agreement for any reason by: 1) notifying the HVL Fitness Club in writing by fax, certified mail, return receipt requested or in person 30 days prior to cancellation and; 2) paying all current charges prior to termination. You may also cancel if the Member relocates more than 20 miles from the HVL Fitness Club and provides adequate proof of residence. HVL Fitness Club Enrollment Fees are non-refundable except as indicated above.
- 6. **UNPAID BALANCES.** All balances which are 30 days past due are subject to a \$25.00 monthly service fee. In addition to other rights, Management reserves the right to:
 - 1. Collect the current and past due balance.
 - 2. Suspend and/or terminate membership privileges.
 - 3. Recover from Member(s) any collection fees, court costs, and reasonable attorney's fees agreed to be 30% of the entire balance due and owing.
 - 4. Collect a service fee of \$30.00 for any check or draft payable to the HVL Fitness Club which is not honored.

Sic	Signature of Member	 Date	Witness	
9.	9. I certify that I have received a copy of	the Rules and Bylaws	and have read and understand the	m.
8.	8. ENTIRE AGREEMENT. This agreeme parties. Any promise, representation, und not continued herein, are hereby waived.	derstanding, oral or wr		1 0
7.	 AGREEMENT AND RELEASE OF L system. I acknowledge the supervision is someone other than myself will result in 	s not always provided a	at the facility. I acknowledge that use	0 0