

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 or 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.**

7. **AGREEMENT AND RELEASE OF LIABILITY.** HVL Fitness Center will provide access to the building using a barcode system. I acknowledge the supervision is not always provided at the facility. I acknowledge that use of the barcode system by someone other than myself will result in loss of membership. **Initials**

8. **ENTIRE AGREEMENT.** This agreement and Bylaws constitute the entire and exclusive membership agreement between the parties. Any promise, representation, understanding, oral or written, pertaining directly or indirectly to the agreement which are not continued herein, are hereby waived.

9. **I certify that I have received a copy of the Rules and Bylaws and have read and understand them.**

Signature of Member

Date

Witness