



MEMBERSHIP AGREEMENT

Key Tag # _____

Trainer: _____

APPLICANT INFORMATION

Name:		
Current address:		
City:	State:	ZIP Code:
Home Phone:	Work Phone:	Cell Phone:
E-mail:		
Date of birth:		Sex:
How did you hear about us? <input type="checkbox"/> Sign/drive-by <input type="checkbox"/> Internet <input type="checkbox"/> Direct Mail/Postcard <input type="checkbox"/> Referral: _____ <input type="checkbox"/> Other: _____		

MEMBERSHIP INFORMATION

Membership Type:	Membership Type:
Regular <input type="checkbox"/>	<u>Basic Memberships</u>
First Responder <input type="checkbox"/>	Single <input type="checkbox"/> Student (25 & under) <input type="checkbox"/> <i>Must show student ID</i>
Military <input type="checkbox"/>	Family (2 members) <input type="checkbox"/> Senior (60 & older) <input type="checkbox"/>
City of Seabrook <input type="checkbox"/>	Family Plus (3-5 members) <input type="checkbox"/>
Teacher <input type="checkbox"/>	<u>Temporary</u>
	10 day punch card <input type="checkbox"/> Daily Walk-in <input type="checkbox"/>

COMPLETE IF SELECTING A FAMILY MEMBERSHIP FAMILY MEMBERSHIP INFORMATION (AGE 12 AND UP)

Name:	E-mail:		
Relationship to applicant:	Date of birth:	Age:	Sex:
Phone:			
Name:	E-mail:		
Relationship to applicant:	Date of birth:	Age:	Sex:
Phone:			
Name:	E-mail:		
Relationship to applicant:	Date of birth:	Age:	Sex:
Phone:			
Name:	E-mail:		
Relationship to applicant:	Date of birth:	Age:	Sex:
Phone:			

DEPENDENTS 11 AND UNDER

Name:	Date of birth:	Sex:
Name:	Date of birth:	Sex:
Name:	Date of birth:	Sex:

MEMBERSHIP FEES		
Type of payment plan: Pay in full <input type="checkbox"/> Monthly Draft <input type="checkbox"/>		Completed by Staff
Month-to-Month: <input type="checkbox"/> (no contract - draft only)	1. Registration Fee:	\$
6 Months: <input type="checkbox"/>	2. Monthly Dues (or Full amount):	\$
12 Months: <input type="checkbox"/>	3. Total (1+2):	\$
18 Months: <input type="checkbox"/>		
Method of payment: Cash <input type="checkbox"/> check <input type="checkbox"/> credit card <input type="checkbox"/> debit card <input type="checkbox"/>		
EMERGENCY CONTACT		
Name:		
Relationship:		Phone:
SIGNATURE		
I authorize the verification of the information provided on this form. I have been offered a copy of this agreement.		
Signature of applicant:		Date:

TERMS OF MEMBERSHIP

1. This agreement represents the complete understanding between the Member and Pelican Health & Fitness. No representations, written or oral, other than those contained within this agreement are authorized by or binding upon Pelican Health & Fitness.
2. The terms of this agreement is _____months. Monthly dues for the terms of this agreement shall be \$_____ per month or \$_____ if paid in full. Upon expiration of the terms of this agreement, the Club may adjust the monthly dues (exception: Charter Members).
3. No refund (partial or full) will be given for Paid-in-full contracts.
4. Month to month (non-contract) memberships will be charged monthly until written notice is given by the member to cancel the membership.
5. Monthly dues entitle the Member to use Pelican Health & Fitness facilities within the scope of the type of membership selected.
6. The Member is obligated to pay monthly dues regardless of whether or not the Member actually uses the facilities.
7. Members may bring guests only in accordance with Pelican Health & Fitness's rules and regulations. Members shall be responsible for the conduct of their guests and the payment of all charges incurred by those guests.
8. The Member may terminate his or her membership after the expiration of the terms set forth above by notifying Pelican Health & Fitness in writing (by completing a Cancellation Form) 30 days prior to the termination date and paying all amounts then owed to Pelican Health & Fitness in full.
9. Unless the Member terminates his or her membership as set forth in the preceding paragraph, the membership will be automatically renewed to the **same term contract** as agreed to above at the expiration of the term set forth above. The member will be obligated to pay monthly dues, regardless of whether he or she uses the facilities, until 30 days after Pelican Health & Fitness has received written notice of termination.
10. Management of Pelican Health & Fitness may suspend or cancel the rights, privileges, or membership of any member whose actions are detrimental to the enjoyment of Pelican Health & Fitness facilities by other members.
11. Pelican Health & Fitness management may, from time to time, change the rules and regulations governing the operations of the facility. Notice of these changes will be made available to members through normal means of communication.
12. The purpose of this agreement is to ensure that the Member understand the duties and responsibilities of Pelican Health & Fitness membership. This is a legally binding agreement and if it is not understood by the Member, he or she should consult an attorney of his or her choice.

I (We) hereby apply for membership at Pelican Health & Fitness
I (We) certify that I (We) have read and understand the terms of this agreement as well as the membership rules and regulations and agree to abide by such rules and regulations.
I (We) acknowledge that I (we) understand that this release cannot be modified orally.

Signed: _____

Names of family members (if applicable)

Printed Name: _____

Dated: ____/____/____

Approved by: _____

Pelican Health & Fitness WAIVER AND RELEASE FORM

As a 24-hour secure-access fitness facility, Pelican Health & Fitness LLC (hereafter referred to as "the gym"), has a few different policies and procedures than a typical fitness facility. Please read the information carefully.

Compliance with Rules I understand and agree that a 24/7 gym membership is a special membership based on trust and is a privilege, which can be taken away for a violation of rules. As a gym member, I agree to abide by all gym membership rules and 24/7 membership rules, which will be posted at the facility, website and may be amended from time to time at the sole discretion of the gym.

INITIAL _____

You have agreed to purchase a membership at Pelican Health & Fitness LLC that allows you access at any time. As such, you are aware that there will be **NO SUPERVISION OR ASSISTANCE DURING CERTAIN HOURS**. You are also aware that if you are injured, become unconscious, suffer a stroke or heart attack, that 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 camera, if it is likely that you should 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 risk of serious injury, we urge you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest, and all participating family members) 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. Any recommendation for changes in diet including the use of food supplements, weight reduction and/or body building enhancement products are entirely your responsibility and you should consult a physician prior to undergoing any dietary or food supplement changes. You agree that you are voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury, illness, or death.

INITIAL _____

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 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 (c) our instruction, training, supervision, or dietary recommendations, and (d) 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 health 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 trainer or instructor for personal injury or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the club, its agents, and employees.

If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.

Signed: _____

Names of family members (if applicable)

Printed Name: _____

Dated: ____ / ____ / ____

24 Hour Club Policies and Membership Guidelines

We do have set guidelines in place that ensure the safety and comfort of all members at all times. Members and guests acknowledge that you are physically able to engage in any activity, program or training provided and agree that all exercises and use of this facility are undertaken at your sole risk. You also agree to accept full responsibility for all personal belongings. _____ **Initial**

NO children ages 12-17 are allowed in the facility without a parent or guardian during non-staffed hours. Absolutely NO Children under 12 allowed in the gym during non-staffed hours. Violators will have their membership terminated and under no circumstance will any money for the membership be refunded. _____ **Initial**

The door access code will be reset monthly. The new code will be **EMAILED on the 1st of Monday of the month** and will be effective on the 1st Tuesday of the month. This date can change at the discretion of Pelican Health & Fitness management. You are responsible for updating changes to your email with the front desk. _____ **Initial**

Staffed hours may include but are not guaranteed or limited to: 8am – 8pm Monday through Thursday, 8am – 4pm Friday and 8am – 12pm Saturday. Staffed hours may be amended at the sole discretion of the gym. _____ **Initial**

You agree to allow access to the after-hours door to NO ONE other than yourself.* Additionally, you recognize this is a violation, and personally take on any and all legal liability should injury occur, to your unauthorized guest(s). Under no circumstance may a member bring a guest into the facility during non-staffed hours. Violators will have their membership terminated and under no circumstance will any money for the membership be refunded. _____ **Initial**

Checking in: I will scan my key tag upon entering the gym. If I forget my key tag, I will use the paper log provided to record my visit. _____ **Initial**

We prohibit the use of our facility by personal trainers not employed or insured by Pelican Health & Fitness LLC. Violators will have their membership terminated and under no circumstance will any money for the membership be refunded. _____ **Initial**

Non-Payment of any charge constitutes default in the agreement. If monthly account payment is not received on its due date, member's 24 hour access will be disrupted. _____ **Initial**

You agree to put away all equipment used during your workout. This includes, but is NOT limited to: dumbbells, weight plates, barbells, accessories, mats, jump ropes, weight belts, foam rollers, benches, etc. You understand that repeated failure to do so may result in an automatic \$15 fee charge to your member account. _____ **Initial**

Other Club Policies:

- Appropriate athletic shoes only. No street shoes, boots or sandals are allowed in the workout areas.
- Appropriate workout wear including: Shorts, sweat pants, t-shirts, tank tops, and athletic tights/leggings may be worn.
- Clean workout clothing is required. The management will address unsatisfactory hygiene conditions and corrective action may be required.

- Please avoid the use of heavy perfume or cologne.
- No belt buckles, blue jeans or loose jewelry may be worn in the workout area.
- Please be courteous at all times.
- **Swearing, Grunting**, and derogatory remarks involving any other member or club personnel will not be permitted.
- Allow others to work in during your rest periods.
- Keep hands and feet away from all moving parts and weight stacks.
- Do not attempt to repair or adjust any equipment that has malfunctioned.
- Report any equipment problem immediately to the staff.
- Wipe off equipment and benches with sanitizing wipes after each use.
- Rack all weights after each use.
- If dumbbells appear loose or cracked, report the item to the staff immediately.
- Always use a spotter when attempting maximum weight.
- Collars and clips must be used for free bar lifting.
- Water bottles with spill-proof lids are allowed in all areas of the club.

_____ **Initial**

Management of Pelican Health & Fitness LLC may suspend or cancel the rights, privileges, or membership of any member in default under this agreement or whose actions are detrimental to the enjoyment of the club by other members. Any illegal activity will be reported to the authorities. Failure to abide by health club rules and regulations also constitutes default. _____ **Initial**

SIGNED: _____

PRINTED NAME: _____

DATED: ____/____/____

Email: _____

Names of Family Members (If Applicable)

Email Address



Parent/Guardian Waiver and Release Form for Members Under 18 Years of Age

You agree that you are aware that the child named below will be engaging in physical exercise involving various sports, coordination events, and general fitness training which could cause injury to him or her.

You understand that the child is voluntarily participating in these activities and is assuming all risks of injury that may result from engaging in any exercise program or sport related event including tripping, slipping, or falling on or off the club premises.

You hereby agree to waive any claims or rights that you might otherwise have to sue the club our employees, owners, officers, or agents for any injury that might occur. You understand that we will make no evaluation or recommendation as to whether or not the child is capable or deemed physically fit to engage in any activity. If the child has any physical or mental condition that may impair his or her ability to engage in any of the club activities, it is your responsibility to obtain a physician's release statement. It is recommended you consult a physician prior to your child participating in any physical exercise program.

Please note:

Children ages 12 to 15 must be accompanied by a parent or guardian while using Pelican Health & Fitness.

Children under the age of 12 are not permitted to use the exercise equipment.

Children under the age of 12 are permitted to attend group exercise classes with a parent or guardian.

Child's Name: _____
(print)

Child's Name: _____
(print)

Child's Name: _____
(print)

Parent or Guardian's Name: _____
(print)

Parent or Guardian's Signature: _____

Date: ____/____/____