



Germantown, IL 62245

NAME _____ DATE _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

CELL PHONE _____ MALE _____ FEMALE _____

EMAIL ADDRESS _____

IF MINOR, DATE OF BIRTH _____

MEMBERSHIP AGREEMENT

LIABILITY FOR PERSONAL PROPERTY: FITZONE 161 shall not be liable to Member or any of Member's guests or invitees for any personal property that is damaged, lost or stolen while on or around FITZONE 161's premises including, but not limited to, a vehicle or its contents. Member shall be liable to FITZONE 161 for any damage to FITZONE 161's facilities or any equipment, furniture or fixture located thereon caused by Member or any Member's guests or invitees.

HEALTH REPRESENTATIONS AND AGREEMENTS: Member represents and warrants to FITZONE 161 that Member is in good physical condition and has no medical reason or impairment that could prevent Member from his or her intended use of FITZONE 161's facilities. Member acknowledges that FITZONE 161 has not given Member any medical advice before Member joined FITZONE 161 and cannot give Member any such advice after Member joins FITZONE 161, whether related to Member's physical condition and ability to use the facilities and services of FITZONE 161 or otherwise. Member acknowledges and agrees that Member will discuss any health or medical concerns with Member's physician or other health professional before using FITZONE 161's facilities.

WAIVER OF LIABILITY; ASSUMPTION OF RISK: Member acknowledges that the use of FITZONE 161's facilities, equipment, services and programs involves an inherent risk of personal injury to Member and Member's guests and invitees. Member voluntarily agrees to

assume all risks of personal injury to Member, Member's spouse, children, unborn children, other family members, guests or invitees and waives any and all claims or actions that Member may have against FITZONE 161, and any of its officers/owners and employees, for any such personal injury (and no such person shall be liable to Member, Member's spouse, children, unborn children, other family members, guests or invitees for any such personal injury), including, without limitation (i) injuries arising from use of any exercise equipment and machines (ii) injuries arising from participation in supervised or unsupervised activities and programs in any areas of FITZONE 161 (iii) injuries or medical disorders resulting from exercising at FITZONE 161, including heart attacks, strokes, heat stress, sprains, broken bones and torn or damaged muscles, ligaments or tendons, fungi or bacteria contractions and (iv) accidental injuries within FITZONE 161's facilities and (v) FITZONE 161 does not manufacture any vitamins, food products, sports drinks, nutritional supplements or other products sold at its facilities; accordingly, neither FITZONE 161 nor any of its officers/owners or employees shall be held liable for any such defective equipment or products. Member shall indemnify FITZONE 161 and its officers/owners and employees (an "Indemnified Party") and save and hold each of them harmless against and pay on behalf of or reimburse any such Indemnified Party as and when incurred for any losses which such Indemnified Party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of any claim that is subject of the waiver set forth above. Member also agrees to hold landlord, building maintenance, instructors, and all other persons in connection with FITZONE 161 harmless from, and defend said property against claims and liabilities. Member also understands that there are certain inherited risks involving weight training and assume all responsibility in training at FITZONE 161. The provisions of this paragraph shall survive the termination of this Agreement and Member's membership.

Member Signature

Date

FitZone 161 Manager

Parent/Guardian Signature

Date

This agreement will:

Begin on _____ End on _____

iButton number _____

iButton requires a \$15 deposit, which will be returned to Member upon membership termination **and** return of iButton to FitZone 161 **within 30 days of termination**. If the iButton is not returned within 30 days of termination, or, if during membership, the iButton is lost or stolen, the iButton number will be deleted from the system and FitZone 161 will retain the \$15 deposit. Member will be required to pay an additional \$15 deposit for a new iButton.

Member initial

Member acknowledges that automatic debit/payment from his/her checking account will resume and that membership dues will continue to be owed until the iButton is returned to FitZone 161, even if Member is no longer using the facilities.

Member initial



GYM RULES AND ETIQUETTE

1. DO NOT DROP WEIGHTS
2. DO NOT HIT DUMBBELLS TOGETHER
3. RETURN ALL WEIGHTS TO PROPER RACKS
4. DO NOT LEAN WEIGHTS OR BARS AGAINST WALLS OR EQUIPMENT
5. NO EXCESSIVE NOISE WHILE LIFTING
6. USE SPOTTER AND COLLARS WHEN NECESSARY
7. PLEASE WIPE DOWN EQUIPMENT AFTER USE
8. NO FREELANCE PERSONAL TRAINING
9. MEMBERS MUST ADHERE TO MANUFACTURER'S WARNINGS AND INSTRUCTIONS ON EQUIPMENT
10. PROPER WORKOUT APPAREL AND ATHLETIC FOOTWEAR REQUIRED
11. SHIRT MUST BE WORN AT ALL TIMES

I HAVE READ THE ABOVE RULES AND FULLY UNDERSTAND THEM. I ALSO UNDERSTAND THAT IF I VIOLATE ANY OF THE ABOVE RULES ON MORE THAN ONE OCCASION, MY MEMBERSHIP CAN BE TERMINATED AND NO REFUND IS EXPECTED. THE PREMISES ARE SECURED BY VIDEO SURVEILLANCE AT ALL TIMES.

MEMBER SIGNATURE

DATE