

Gym Membership Application Form



Personal Details

Last Name:

First Name: Date of Birth:

Street Address:

City: State:

ZIP Code: Gender:

Home Number: Mobile Number:

Email:

Do you declare a disability? Yes No

If yes, please specify:

Emergency Contact Details

Contact Name: Home Number:

Relationship: Mobile Number:

Membership Type

• Please indicate the type of membership you require by ticking the relevant box:

TYPE	PRICE	SELECTION
Individual Annual	\$495/\$440*	<input type="checkbox"/>
Individual Monthly	\$45/\$40*	<input type="checkbox"/>
Family Annual	\$715	<input type="checkbox"/>
Family Monthly	\$65	<input type="checkbox"/>

*Seniors 65+ and/or veterans

Office Use Only

Induction Date: Payment Type:

Staff Name: Staff Signature:

The undersigned ("Member"), desires to become a member of Peak Motion Fitness, LLC, and agrees to the following terms and conditions:

1. PARQ: Member represents and warrants that all facts stated in the Physical Activity Readiness Questionnaire (PARQ) submitted by Member are true and correct. the PARQ is incorporated herein by reference and made a part of this Agreement.

2. PAYMENT OF MEMBERSHIP FEES. All payments to Peak Motion Fitness, LLC are final and can be made by one of the following options:

INDIVIDUAL – permits access and full use of the gym to the primary named member

Annual Payment: Under this option, a payment of \$495/\$440* (one month free) must accompany the Application.

Monthly Automatic Payment: Under this option, a payment in the amount of \$45/\$40* (*Seniors 65+ and/or veterans) must accompany the Application and member agrees to and signs the Peak Motion Fitness Credit Card Policy.

FAMILY – permits access and full use of the gym to the primary named member and up to 3 additional family members. Children 16-20, under the direct supervision of their parents, are also permitted. Children under 16 are not permitted.

Annual Payment: Under this option, a payment of \$715 (one month free) must accompany the Application.

Monthly Automatic Payment: Under this option, a payment in the amount of \$65 must accompany the Application and member agrees to and signs the Peak Motion Fitness Credit Card Policy. Should Member select the Monthly Payment option, Member agrees to pay the then-current monthly Membership Fee, each month thereafter through automatic charges to the credit card on file, pursuant to the Credit Card Policy signed by the Member.

3. TERM. All memberships are either month-to-month or annual (when paid in full), and payments are due in advance. Automatic credit card charges must be cancelled 48 hours ahead of the scheduled charge, either in person, or by email. Written acknowledgment of the cancellation request will be provided to the member, and access tokens will be returned. No refunds will apply.

4. DEFAULT/REMEDIES. Monthly payments which are declined or any monthly payment received more than ten (10) days after the due date shall be subject to a late charge of ten percent (10%) of the amount due or Twenty Dollars (\$20.00), whichever is greater.

5. MEMBERSHIP ACCESS. Member will be issued a keychain token, which will give electronic access to and entitle Member to enter the premises and enjoy the use and benefit of the facility. Member agrees not to allow any other person(s) access to the

Facility using Member's token, and Member will not allow anyone to enter the Facility along with Member. Member agrees to safeguard their token, and report lost tokens immediately. A \$20 charge to replace the lost token will apply. Should Member violate any conditions of Membership Access, the membership may be revoked with no refund, and criminal prosecution may be applicable.

6. FACILITY AND HOURS OF OPERATION. Peak Motion Fitness operates within the confines of Peak Motion Physical Therapy, PC, a physical therapy clinic, first and foremost. Normal hours of manned operation are Monday and Wednesday 8am to 5pm. The gym is unmanned outside of those hours. With the exception of any closures for maintenance or any mandatory shutdowns by property management or any governmental authority, is open twenty-four (24) hours, three hundred sixty-five (365) days a year. but is made available to members 24 hours a day, 365 days a year. Peak Motion Physical Therapy will be given priority use of equipment during the clinic's normal business hours. In most cases, this should not interfere with workouts, but members must give priority as required.

8. 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 Peak Motion Fitness, LLC 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 Peak Motion Fitness, LLC 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 Peak Motion Fitness, LLC, 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.

9. RULES AND REGULATIONS. Member acknowledges that the gym must operate 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 Peak Motion Fitness, LLC. 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 Peak Motion Fitness. 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 Peak Motion Fitness. b) All equipment shall be wiped down by Member after each use, with the supplies provided. c) This membership is for Member, and Member only, and Member will not give access to another individual. d) Member will not misuse the equipment. e) All members must be at least twenty-one (21) years of age, unless otherwise authorized by Peak Motion management. f) Members shall conduct themselves in a quiet, well-mannered fashion so as not to cause any disturbance which 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 Peak Motion Fitness, 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 Peak Motion Fitness. g) Peak Motion Fitness 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 Peak Motion Fitness 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. j) If utilizing the showers, member must spray/wipe down with provided cleaner after use.

10. 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 Peak Motion Fitness while under the influence of drugs, alcohol, or medication that may impair Member's ability to operate the equipment. No photography, videotaping, filming or audio recording is permitted within the Facility without the express written consent of Peak Motion Fitness's management. Peak Motion Fitness 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.

11. DRESS POLICY. Peak Motion Fitness 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.

12. 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.

13. 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.

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

15. SUSPENSION AND TERMINATION. I understand that Peak Motion Fitness 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 Peak Motion Fitness's policies and procedures, and that in so doing, Peak Motion Fitness assumes no further liability to adhere to the terms of this Agreement.

16. 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 Peak Motion Fitness of any change in my contact information (including address, telephone number or email address) or change in credit information.

17. DATA. As a member, I understand this document, related signed policies and my identification will be stored electronically in the Peak Motion Physical Therapy, INC practice management system. Data will be kept secured, stored in the cloud by the certified practice management software company, and not onsite. Peak Motion will safeguard all data in accordance with industry standards for HIPAA data storage and handling. 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 the terms and conditions hereof. I further acknowledge that a fully executed copy of this Membership Agreement has been provided to me.

Member Name (Print): _____ Date: _____

Member Signature: _____