



Fitness53 Gym Membership Application and Agreement

I desire to become a member of Fitness53 Gym and hereby provide the following information of my application:

Personal Information:

Name: _____ Date of Birth: _____
Last Name First Name

Address: _____
Lot & Street Village / District

Phone: _____ Mobile: _____ Email: _____

Occupation: _____ Employer: _____ Work Phone: _____

Health Information:

Health Issues: _____

Medication Used: _____

Other Information: _____

Emergency Contact:

Name: _____ Relationship: _____

Daytime Phone: _____ Evening Phone: _____

Fees and Dues:

Enrolment Fee: To establish and qualify for membership, member agrees to pay a one time enrolment fee of **GYD \$570**.

Enrolment fee is non-refundable.

Monthly Dues for the membership is GYD \$6,270 per month. Monthly dues for the following month, along with authorized member charges will be collected after the 5th of the month, unless previously paid by other means. Members must provide Electronic Funds Transfer information required below if this is a preferred payment method. In the event we are unable to collect payment electronically, the member will be notified and payment must be made by other means, no later than the 20th day of the month in order to maintain membership privileges.

1. I understand that all Enrolment Fees and Membership dues are subject to applicable state sales tax.
2. I understand that all agreements are 3-month and will automatically renew on a month-to-month basis until cancelled by the member.
3. I understand that my account will be charged and billed with the monthly billing for any programs and services not paid at time of registration.
4. Fitness53 dues must be current at all times or fitness membership will be suspended or terminated.

Acceptance and Agreement:

I (Member) hereby authorize Fitness53 Officer to effect payment for monthly dues and approved membership charges for the duration of my membership through electronic funds transfer. This authorization is to remain in full effect until Club has received WRITTEN NOTIFICATION from me On cancellation in writing by fax, by certified letter, return receipt requested THIRTY DAYS NOTICE. _____ **Initials**

Member	Date	Accepted By	Date

1. PROVISIONS:

The Fitness53 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 Fitness53 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 Fitness53 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 Fitness53 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 Fitness53 will rely on the foregoing warranty in issuing the Membership; 2)the Fitness53 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 Fitness53, 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 Fitness53 shall not be subject to any claim, demand, or injury whatsoever on account of the Fitness53 Fitness Club's evaluation or interpretation of such fitness assessment or similar testing; 5) The Fitness53 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 Fitness53 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 Fitness53 or any activity or function operated, arranged or sponsored by the Fitness53. It shall be the obligation of the member to pay for any cost involved upon presentation of a statement thereof. Any and all use of the Fitness53 facilities, or participation in, the Fitness53 activities operated arranged or sponsored by the Fitness53 either on or off the Fitness53 Fitness Club's premises by the Member, Member's family or Guest(s) shall be AT SUCH PERSON'S OWN RISK, and the Fitness53 shall not be liable for any injuries or damages to such person, or the property of such person, or be subjected 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 hereby expressly forever release and discharge the Fitness53, its successors and assigns, as well as its officers, agents and employees from all such claim, demands, actions, or causes of action. Fitness53 reserves the right to use images and video captured for media publications.

4. SUSPENSION/TERMINATION OF MEMBERSHIP BY MANAGEMENT:

Management has the right to suspend and/or terminate any membership for non-payment of dues, fees, Fitness53 property dues, or for behavioural inimical to the environment of the Fitness53 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 Fitness53 Fitness Centre 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 Fitness53 will refund all enrolment fees and dues paid. Month-to-month members may voluntarily terminate membership at any time after their 3 month agreement for any reason by: 1)notifying the Fitness53 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 Fitness53 and provides adequate proof of residence. Fitness53 enrolment fees are non-refundable except as indicated above.

6. UNPAID BALANCES:

Management reserve the right to suspend and/or terminate membership privileges.

7. AGREEMENT AND RELEASE OF LIABILITY:

Fitness53 Fitness Centre will provide access to the building using a bar code system. I acknowledge the supervision is not always provided at the facility. I acknowledge that the use of secure entry method by someone other than myself may 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 understood them.

Signature of Member Date