



# MEMBERSHIP AGREEMENT

Fitness Now, LLC d/b/a Fitness Now ("Club")  
435 E. Virginia Ave.  
Indianapolis, IN 46203

Date Enrolled: \_\_\_\_\_

Member No.: \_\_\_\_\_

### Primary Member:

Email: \_\_\_\_\_

Name: \_\_\_\_\_

Birth Date: \_\_\_\_\_

Corporate Affiliation / Employer: \_\_\_\_\_

Cell #: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Work #: \_\_\_\_\_

### MEMBERSHIP OPTIONS:

Month to Month •  3 Month •  6 Month •  1 Year •

### MEMBERSHIP TYPE:

Individual •  Couple •  Family •

Member agrees to pay the Club's **Initiation Fee** of \$ \_\_\_\_\_ and **Monthly Dues** of \$ \_\_\_\_\_ for the use of the Club's facilities, and to pay an annual club enhancement fee of \$9.00 each year to keep our elite gym on the cutting edge of technology and cleanliness.

**After the initial term of this contract is fulfilled, membership will remain active with uninterrupted monthly billing, until thereafter the Member appears at club and executes a cancellation form 60 days in advance of intent to cancel membership x \_\_\_\_\_**

The Member(s) agrees that the Initiation fee shall be paid in full upon execution of this Contract, and that it is a non-refundable and non-recurring fee. In consideration of the purchase of this membership, the Club does hereby agree to allow the Member(s) the privilege to the facilities during the regular business hours of the term of this contract, beginning on date of enrollment and ending after the initial commitment has been fulfilled.

The automatic billing of monthly dues shall begin on date of enrollment and continue on or around the first of each month. Cancellation Forms will only be accepted by appearing in person at the gym office at 435 E. Virginia Ave. Indianapolis, IN 46203. The Member also agrees to pay any new, additional or increased taxes imposed by governmental authorities for services rendered under this Contract. Monthly dues payments may be applied by the Club to pay any other sums due the Club which are past due. In the event the Member fails to pay any monthly dues payment within ten (10) days after the date such payment is due, the Club may cancel the Member's membership. After cancellation, the Member shall pay the full registration fee then currently in effect in order to reinstate and reactivate the membership. If this contract is purchased by a bank or finance company all payments shall be made in full directly to the bank and may not be suspended for any reason whatsoever. No monies shall be refunded. The Member's failure to regularly visit and utilize the Club does not relieve the Member(s) of his/her obligation, regardless of the circumstances, to pay monthly dues as outlined herein. **The Member acknowledges and understands that this membership is absolutely non-cancelable, non-transferable, and non-refundable.**

**WAIVER, RELEASE AND PHYSICAL CONDITION.** YOU HEREBY WARRANT, REPRESENT AND AGREE THAT YOU ARE IN GOOD PHYSICAL CONDITION AND THAT YOU HAVE NO DISABILITY, IMPAIRMENT OR AILMENT PREVENTING YOU FROM ENGAGING IN ACTIVE OR PASSIVE EXERCISE OR THAT WILL BE DETRIMENTAL OR INIMICAL TO YOUR HEALTH, SAFETY, COMFORT, OR PHYSICAL CONDITION OR THAT OF OTHERS IF YOU DO SO ENGAGE OR PARTICIPATE; THAT YOU WILL NOT UTILIZE THE CLUB'S PROGRAMS AND FACILITIES WITH ANY OPEN CUTS, ABRASIONS, OPEN SORES, INFECTIONS OR MALADIES WITH THE POTENTIAL OF HARM TO OTHERS OR OTHERWISE IN ACCORDANCE WITH PUBLIC HEALTH REQUIREMENTS; THAT YOU SHALL OBTAIN MEDICAL CLEARANCE FROM A PHYSICIAN IF YOU ARE OVER 40 YEARS OF AGE OR IN QUESTIONABLE HEALTH IN REGARD TO BEING PHYSICALLY CAPABLE OF PARTICIPATING IN THE CLUB'S PROGRAMS AND FACILITIES; AND THAT THE USE OF THE CLUB'S PROGRAMS AND FACILITIES ARE AT YOUR SOLE RISK AND YOU AGREE TO HOLD THE CLUB HARMLESS FROM ANY CAUSE WHATSOEVER INCLUDING BUT NOT LIMITED TO, NEGLIGENCE OF OTHER MEMBERS, GUESTS AND EMPLOYEES OF THE CLUB. THE CLUB SHALL HAVE THE FINAL DETERMINATION IN THIS REGARD AS TO WHETHER OR NOT, IN THE CLUB'S OPINION, YOU ARE IN A SPECIFIC PHYSICAL CONDITION OR GOOD HEALTH TO PARTICIPATE IN THE CLUB'S PROGRAMS AND FACILITIES WITHOUT INJURY OR DETRIMENT TO YOURSELF OR OTHER MEMBERS.

I hereby authorize **FITNESS NOW, LLC**, hereinafter called CLUB, to initiate debit entries to my Checking or Credit Card account indicated below and the depository named below, hereinafter called **BANK**, to debit the same to such account. This authority is to remain in full force and effect until initial term of contract has been fulfilled and CLUB has received a Fitness Now! Executed cancellation form from me, documenting my intent to terminate this agreement of legal and financial obligations to CLUB at such time and in such manner as to afford CLUB and BANK a reasonable opportunity to act. I have the right to stop payment of a debit entry by notification to BANK at such time as to afford BANK a reasonable opportunity to investigate prior to charging account. After account has been charged, I have the right to have any erroneous debit amounts immediately credited to my account by BANK, provided I send written notice of such debit entry of error to BANK within 15 days following issuance of the account statement.

M/C  Visa  Discover **Account #:** \_\_\_\_\_ **Exp. Date:** \_\_\_\_\_ **Security Code:** \_\_\_\_\_

Checking  Savings **Bank:** \_\_\_\_\_ **Routing #** \_\_\_\_\_ **Account #** \_\_\_\_\_  
*(PROVIDE COPY OF VOIDED CHECK OR DEPOSIT SLIP)*

Member Signature \_\_\_\_\_

Date: \_\_\_\_\_

Club's Representative \_\_\_\_\_

Date: \_\_\_\_\_