

## **SPENCERVILLE FITNESS**

**109 S. Broadway Street**

**Spencerville, OH 45887**

**419-647-1818**

### **MEMBERSHIP**

In this agreement, "Club Owner" refers to SPENCERVILLE FITNESS LLC organized and existing under the laws of the State of Ohio doing business as "Spencerville Fitness LLC". "Club Location" refers to the club at which the agreement is signed. "I", "We", and "member" refers to the person(s) whose name(s) appear on this document as member(s). "The primary member" refers to the member named above whose financial institution is billed when a family membership is in effect. The primary member may approve this agreement on behalf of their children.

### **MEMBERSHIP TERMS**

This agreement is a legally binding obligation for which I, the primary member, am financially responsible for the entire account. I agree that if I fail to pay when a payment is due that I will be required to pay the entire unpaid balance immediately. If collection or legal services are needed to collect the unpaid amount, I am responsible for all costs of collection, including attorney's fees of Club Owner. All claims, terms and conditions for this agreement are associated with this Club Location.

#### ***SINGLE ADULT PLANS***

- ☐ **Best Buy:** One year paid in full (\$360.00 plus tax, no registration fee)
- ☐ **Monthly Plan (EFT):** Twelve monthly auto payments (\$35.00 per month, plus tax & one time \$10 registration fee)
- ☐ **One Month Plan:** Month to month plan (\$45.00 per month, plus tax & \$10 registration fee)

#### ***FAMILY PLANS***

- ☐ **Best Buy:** One year paid in full (\$570.00 plus tax, no registration fee)
- ☐ **Monthly Plan (EFT):** Twelve monthly auto payments (\$50.00 per month, plus tax & one time \$10 registration fee per member)
- ☐ **One Month Plan:** Month to month plan (\$60.00 per month, plus tax & \$10 registration fee per member)

#### ***BEARCAT PACKAGE***

- ☐ Includes unlimited adult fitness classes for members with a "Best Buy" or "Monthly Plan (EFT)" membership for an additional \$20 per month. For members with a Family Plan "Best Buy" or "Monthly Plan (EFT)" membership, add \$4 per month for each additional family member who wishes to participate in the Bearcat Package.

#### ***ADULT FITNESS CLASSES***

- ☐ One class per week (\$28.00 per month, plus tax)
- ☐ Two classes per week (\$50.00 per month, plus tax)
- ☐ Three or more classes per week (\$60.00 per month, plus tax)
- ☐ Drop Ins for out of Spencerville School District (one class, \$7 back to back classes, \$10)

#### ***YOUTH FITNESS CLASSES***

- ☐ Ages 3 to 5 Tumbling, 10 week session, 30 min. per class (\$65.00, plus tax)
- ☐ Ages 3 to 5 Tumbling, 5 week session, 30 min. per class (\$35.00, plus tax)
- ☐ Ages 6 and up, 10 week session, 45 min. per class (\$85.00, plus tax)
- ☐ Ages 6 and up, 5 week session, 45 min. per class (\$45.00, plus tax)



We understand that the club may increase prices of memberships at any time and such prices are subject to change. We also understand that taxes are subject to change at any time. We also understand that the club may host and/or sponsor various events where prices of participation may vary.

#### **MONTHLY PLAN (EFT) MEMBERSHIP - AUTOMATIC ENROLLMENT**

We understand that when our "Monthly Plan (EFT)" membership expires, we are automatically enrolled in another "Monthly Plan (EFT)" term and will pay using the same financial account that was charged for our prior "Monthly Plan (EFT)" membership. In order to prevent automatically enrolling in another term of the "Monthly Plan (EFT)" at the expiration of the first membership, we agree to give the club written notice of our intent to end our membership by the 20<sup>th</sup> day of the month before the month in which the new "Monthly Plan (EFT)" commences.

#### **MEMBERSHIP CANCELLATION AND REFUND**

We understand that this membership may only be terminated by us for the following reasons:

1. Death of a member;
2. The member moves more than twenty five (25) miles from the club and the member can provide proof of residence;
3. A medical doctor has deemed the member to be permanently or in the foreseeable future prohibited from exercising and the member is able to produce said doctor's order or slip.

In the event a medical doctor has deemed the member temporarily prohibited from exercising and the member is able to produce said doctor's order or slip, the membership shall freeze until such time that the member is able to exercise again.

We understand that the club has the right to terminate our membership for any reason and at any time.

#### **KEYLESS ENTRY**

Upon obtaining our membership, members who are eligible to access the club during afterhours may obtain a keyless entry fob for a onetime fee of \$10.00. We understand that our own individual keyless entry fob is for each individual and we will under no circumstances allow any other individual to use it to gain entry to the club. If we lose our keyless entry fob, we will contact the club owner immediately and may be charged a \$10.00 replacement fee. We understand that if we fail to abide by this agreement and any term therein our keyless entry fob may be disabled. Only members 18 years old or older can use the club after normal business hours alone. A family member between the ages of 14-17 can use the club after business hours only under the supervision of an adult member that is 18 years or older.

#### **CLUB BEHAVIOR**

We understand and agree that we will be respectful to the club, its staff, patrons and equipment. We agree not to play and or listen to offensive material or play or listen to any material at an unreasonable level, on our own devices or that of the clubs, which would either damage the equipment or otherwise annoy or interfere with another patron's enjoyment and use of the club.

We agree to turn off lights, radios, TV's, etc. when they are not in use or if we are the last member(s) to leave the club.



We agree that we will not exercise without the approval of a doctor. We recognize that the club may request a doctor's note of approval prior to our participation in club events are use of said club.

We agree to use all equipment in a safe manner.

We agree to never bench press without a spotter.

#### **PHOTOGRAPHY/VIDEO**

We understand that we may be photographed, videotaped and/or audiotaped during use of the club.

#### **ASSUMPTION OF RISK OF INJURY**

By signing this agreement we assume all risks of injury and waive all rights to pursue money damages or any other relief of any kind as a result of anything occurring at or near the Club Location or any other "Spencerville Fitness LLC" location. In the event we are injured while on a "Spencerville Fitness LLC" property or during a "Spencerville Fitness LLC"-sponsored event, I will hold harmless Club Owner and all of their owners, employees, agents, successors and assigns from all claims of any sort for damages or for other relief, including claims for contribution. This waiver of liability applies to my family members, successors, heirs and assigns.

#### **WAIVER REGARDING FACILITY AND ACKNOWLEDGEMENT OF POTENTIAL MEMBER LIABILITY**

We understand and agree that the Club Location and all "Spencerville Fitness LLC" locations are unsupervised fitness centers and no employee is on site to help me use the equipment or exercise in the manner that we choose to exercise. We acknowledge there is possible danger connected with any physical activity and knowingly and voluntarily waive my right to make a legal or equitable claim of any sort against Club Owner and all of their owners, employees, agents, successors and assigns from all claims of any sort for damages or for other relief, including but not limited to claims for contribution, arising out of or in any way related to my use of the facility and its equipment, including showers. Moreover, we acknowledge that we are liable for all damage that we cause to the equipment or physical infrastructure of the facility and will reimburse "Spencerville Fitness LLC" via the payment method used to pay my monthly dues.

#### **FAMILY MEMBERSHIP INDEMNIFICATION**

If "Family Plan" is the membership plan checked above, we agree that each member of my family covered under this agreement also agrees to assume the risk of injury as stated above and we indemnify and hold harmless Club Owner and their respective owners, employees, agents, successors and assigns from any claims for injury and damages brought by my family members. Moreover, we are aware that only family members listed in this agreement may use the club. Only members 18 years old or older can use the club after normal business hours alone.

I acknowledge that I have read and reviewed the above agreement. By signing below, I accept the terms and conditions of this agreement.

**Signature of Primary Member:** \_\_\_\_\_

**Printed Name of Primary Member:** \_\_\_\_\_

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

**Other Members and Signatures:**

**Signature of Member:** \_\_\_\_\_

**Printed Name of Member:** \_\_\_\_\_

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

**Signature of Member:** \_\_\_\_\_

**Printed Name of Member:** \_\_\_\_\_

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

**Signature of Member:** \_\_\_\_\_

**Printed Name of Member:** \_\_\_\_\_

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

**If a member or members is/are under the age of 18:**

**Signature of Parent/Guardian:** \_\_\_\_\_

**Printed Name of Minor:** \_\_\_\_\_

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

**Age:** \_\_\_\_\_

**Printed Name of Minor:** \_\_\_\_\_

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

**Age:** \_\_\_\_\_

**Printed Name of Minor:** \_\_\_\_\_

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

**Age:** \_\_\_\_\_

**Printed Name of Minor:** \_\_\_\_\_

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

**Age:** \_\_\_\_\_

**Club use only:**

**Reviewed By (Print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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



**SPENCERVILLE FITNESS, LLC**

109 SOUTH BROADWAY STREET, SPENCERVILLE, OH 45887

**WAIVER & HEALTH INFORMATION**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_

In an emergency, I would like Spencerville Fitness LLC to Call:

Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Relationship: \_\_\_\_\_

Non-Household Member Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Do you have any health conditions or issues that Spencerville Fitness LLC should be aware of?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reviewer Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



### **Photography/Video Release**

Participants involved in any activities offered by Spencerville Fitness LLC may be photographed or videotaped during training. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the Spencerville Fitness LLC website or in any editorial, promotional or advertising material produced and/or published by Spencerville Fitness LLC.

Initials: \_\_\_\_\_

### **Waiver and Release of Liability**

**Express assumption of risk:** I, the undersigned, am aware that there are significant risks involved in all aspects of physical training. These risks include, but are not limited to: falls which can result in serious injury or death; injury or death due to negligence on the part of myself, my training partner, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at, or under the direction of Spencerville Fitness LLC.

**I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.**

Initials: \_\_\_\_\_

**Release:** In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered by Spencerville Fitness LLC, I, the undersigned hereby release Spencerville Fitness LLC, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

If I am signing on behalf of a minor child, I also give full permission for any person connected with Spencerville Fitness LLC to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well being of the child.

**Indemnification:** The participant recognizes that there is risk involved in the types of activities offered by Spencerville Fitness LLC. Therefore, the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Spencerville Fitness LLC, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by Spencerville Fitness LLC, at the main building or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training by Spencerville Fitness LLC.

**I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for**



any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights. I also understand there are no refunds on services or products purchased and there are no transfers of memberships.

Signature of participant: \_\_\_\_\_ Date: \_\_\_\_\_

If the participant is under the age of 18:  
Signature of Parent/Guardian: \_\_\_\_\_

Print Name(s): \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed By (Print): \_\_\_\_\_

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