



MEMBERSHIP AGREEMENT

First Name

Last Name

Date of Birth

Home Address

City

State

Zip Code

Phone Number

Email Address

Emergency Contact (Name)

Emergency Number

I. TERMS OF MEMBERSHIP

- The Agreement**
This agreement (the "Agreement") for health club services is entered into by and between N'Force Fitness, INC Fitness (the "Facility") and you (the person(s) listed above).
- Term**
I understand that my membership becomes effective the day that I sign up for an initial one (1) month period commencing on the date that this Agreement is dated below and that it shall continue on a monthly basis thereafter unless I decide to cancel my membership. After the initial one-month period, I can cancel my membership by providing at least fifteen (15) day notice of my intention to cancel.
- Facility Policies and Privileges**
Upon acceptance of this Agreement by the Facility, I shall receive all facility membership rights and privileges. In consideration of my membership and use of the Facility I agree to abide by all policies, rules and procedures of the Facility, including *Health Club Responsibility Code*. I further understand and agree that the policies, rules and procedures are subject to change without notice. I understand that my membership may be terminated by the Facility if I am in violation of the Facility policies, rules and procedures, or if I don't conduct myself in a manner which management deems inappropriate or disruptive to other Facility members or staff or make false representations of information contained in this Agreement, or for any reason without notice at any time.
- Fees**
During the time I am a member of the Facility, I will remain responsible for the payment of all dues and other Facility charges. The initial payment of enrollment fees and monthly dues is not refundable unless this Agreement is canceled in writing within seven (7) days after acceptance, or as otherwise provided in this Agreement or by applicable law. A \$10 deposit fee for the key card will be taken at the time of sign up and will be returned at the cancellation of your membership if the key card is returned. If a key card is not returned the \$10 deposit will not be returned.
- Personal Training**
Personal Training packages expire 90 days after purchase. Cancellation of a personal training session must be done 6-hours in advanced directly with the trainer. If 6-hour notice is not given the client will be charged the session.
- Assignment**
The Facility has the right to assign the Agreement and may close or relocate the Facility at any time.

II. ACCEPTANCE OF MEMBERSHIP AGREEMENT

- Modification**
Although the Membership Services Representative and/or the General Manager of the Facility are authorized to accept this Agreement on behalf of the Facility, no modifications or alterations to the terms and provisions hereof may be made by anyone unless such changes are expressly authorized in writing by an officer of N'Force Fitness, INC.
- Entire Agreement**
This Agreement, including any Addendum attached hereto and made a part of this Agreement, constitutes the entire agreement pertaining to my membership and supersedes any other promises, representations or understandings of any kind, whether written or oral, made with respect to the subject matter hereof.
- Governing Law**
This Agreement is governed by the laws of Illinois and, to the extent preempted, by the laws of the United States. Whenever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid.
- Invalid Provisions**
If there are any provisions of the Agreement, or the application thereof to any party or circumstance, which shall be prohibited or invalid under applicable law, such provision shall be ineffective to the minimal extent of such provision or invalidity without invalidating the remainder of such provision or the remaining provisions of the Agreement, or the application of such provisions to her parties or circumstances. In such case, the remaining provisions of the Agreement shall remain enforceable to the maximum extent permitted by law.

5. **Waiver**
The Facility will not lose or waive any of its rights under the Agreement if it delays in enforcing them or fails to enforce such rights.
6. **Agreement and Understanding of Terms**
I acknowledge that, before I signed the Membership Agreement, including the Waiver and Release of Liability and Assumption of Risk in Section III of this Agreement, I had the reasonable opportunity to examine it.
7. **Acknowledgement of 24/7 Facility and No Supervision**
I understand that I am purchasing a membership at a 24/7 facility that allows access at any time. As such, I am aware that there will be no supervision or assistance except during staffed hours. Staffed hours may change at the sole discretion of the gym. I am aware that if I get injured, become unconscious, suffer a stroke or heart attack or any other medical emergency or event that there will likely be no one to respond to my emergency and that the gym has no duty to provide assistance to me while I am at the gym. I understand that even though the gym is equipped with surveillance cameras, these records, but are not monitored continuously; help will not be available during non-staffed hours. However, a first aid station, AED and emergency alarms are located in the facility that, when activated, will alert emergency services.
8. **Associated Risk of Taking Advice From and/or Working with A Fitness and Medical Professional**
It is my understanding and I have been informed that there exists the remote possibility during exercise of adverse changes including, but not limited to, abnormal blood pressure, fainting, dizziness, disorders of heart rhythm, and in very rare instances heart attack, stroke, or even death. I further understand and I have been informed that there exists the risk of bodily injury including, but not limited to, injuries to the muscles, ligaments, tendons, and joints of the body. Every effort, I have been told, will be made to minimize these occurrences by proper staff assessments of my condition before each personal fitness training session, staff supervision during exercise and by my own careful control of exercise efforts. I fully understand the risks associated with exercise and working with a personal trainer, nutritionist and physical therapist, including the risk of bodily injury, heart attack, stroke or even death, but knowing these risks, it is my desire to participate as herein indicated.

III. WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In consideration of being allowed to use the health club facility and participate as a guest, non-member, member, personal training client, nutrition client and/or physical therapy patient in programs, services and/or events at N'Force Fitness, INC, I the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

1. **TO WAIVE ALL CLAIMS** that they have or may have against the Facility arising out of the Participant's participation in the Programs or the use of any equipment provided by the Facility ("Equipment"). The Participant and his/her Parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Facility, its owners, affiliates, operators, employees, agents, and officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct;
2. **TO ASSUME ALL RISKS** of participating in the Programs, Services and using the Equipment, even those caused by the **negligent** acts or conduct of the Facility, its owners, affiliates, operators, employees, agents, and officers. The Participant and his/her Parents or legal guardian(s) understand that there are inherent risks of participating in the Programs, Services and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
3. **TO RELEASE AND INDEMNIFY** the Facility, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs, Services and use of the Equipment; and

Arbitration

The Participant, and the Participant's parent(s) or legal guardian(s), if Participant is a minor, hereby agrees to submit any dispute arising from participation in the Programs, for which Participant intends to seek damages in excess of \$75,000.00, to binding arbitration. Submission shall be unlimited. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. The neutral arbitrator shall be an officer or director of any entity that operates a minimum of five health club or fitness center locations in the United States. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the [District], utilizing the selection criteria for the neutral as set forth above. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the county and state in which the Programs occurred and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. In the event that Participant, or the Participant's parent(s) or legal guardian(s), if Participant is a minor, files a lawsuit in any court relating to, and/or arising from, Participant's participation in the Programs, Participant and/or Participant's parent(s) or legal guardian(s), by signing this document, stipulate to a cap on Participant's damages of \$75,000.00, exclusive of interests and costs. As a threshold matter, the Panel, or the Court (if a lawsuit is filed), shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law.

The Participant understands that his/her participation in the Programs is voluntary and further understands that he/she has the opportunity to inspect the Facility before any participation. The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury through the exercise of common sense and by being aware of his/her surroundings. If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Facility.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant's Signature

Date

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)

x _____ () _____
PARENT/GUARDIAN SIGNATURE EMERGENCY PHONE