

Terms of Membership

I agree that my membership shall continue on a monthly basis unless I decide to cancel. If I decide to cancel my membership, I will provide AthletiCo (the "Fitness Center") with a written notice of my intention to cancel before the 1st day of the next month/billing cycle and I will return my membership card(s) to the Fitness Center. Upon acceptance of this Agreement by the Fitness Center, I will receive all membership rights and privileges. I agree to abide by all of the rules and regulations now in force or in the future adopted by the Fitness Center (such rules and regulations are subject to change without notice) and understand that my membership entitles me to use of the Fitness Center subject to said rules and regulations, and that I am not entitled to use the Fitness Center facilities or services for the purpose of conducting any business including, without limitation, any business that competes with the Fitness Center. I understand that the Fitness Center reserves the right to: (i) change monthly dues without notice, (ii) change or eliminate facilities, services, or programs, or (iii) change its hours of operation. I understand that the Fitness Center reserves the right to revoke or suspend my membership, without refund, if I or my guest fails to follow any rules or regulations, conduct ourselves in a manner which management deems inappropriate or disruptive to other Fitness Center members or staff or make false representation of information contained in this Agreement or for any reason without notice at any time, whereupon I will return my membership card(s) to the Fitness Center. I understand that the initiation fee is a one-time charge, contingent upon continuous membership and that the initiation fees and monthly dues are not refundable for any reason (including my failure to use the Fitness Center). I understand that if I cancel my membership and wish to re-enroll at a later date, I will be charged a re-initiation fee.

Acceptance of Membership Agreement

I acknowledge that my attendance at or use of the Fitness Center or participation in any of the Fitness Center's activities or programs, including without limitation, my use of the Fitness Center's equipment and facilities, is voluntary and could cause injury to me. As a material consideration for the Fitness Center to permit me to become a member and to permit me and my guests to use the Fitness Center and its facilities, I, on my own behalf and on behalf of my guest, hereby assume all risks of personal injury, contraction of illness, death, property loss or other damages which may result from or arise out of attendance at or use of the Fitness Center or participation in any of the Fitness Center's programs or activities. I agree on behalf of myself (and my personal representatives, heirs, executors, administrators, agents and assigns) to fully and forever release and discharge the Fitness Center (and its owners, shareholders, affiliates, employees, agents, representatives, successors and assigns) from any and all claims, causes or rights of action, damages, and demands present or future, known or unknown, anticipated or unanticipated arising out of my attendance at or use of the Fitness Center or my participation in any of the Fitness Center's activities or programs, including those which arise out of the negligence of the Fitness Center and or Fitness Center affiliates.

I represent to the Fitness Center that I am physically fit to perform those activities which I may undertake at the Fitness Center and that I am solely responsible for all health risks associated with such activities. I understand that the Fitness Center recommends that I be examined by my physician and that I consult with my physician regularly during the time that I am engaging in activities at the Fitness Center and understand that any evaluation or assessment of my physical fitness and any recommendation of activities made by the Fitness Center shall not be a substitute for obtaining such evaluation, assessment, or recommendation from my physician before undertaking a physical exercise program or engaging in any of the activities at the Fitness Center. I agree that I will not use the Fitness Center with any medical condition, including open cuts, abrasions, sores, infections, maladies or inability to maintain personal hygiene, if such condition poses a direct threat to the health or safety of myself or others, and agree I will use the Fitness Center in accordance with all applicable public health requirements. It is my responsibility to consult with a physician to determine if any of these medical conditions exists and, if so, whether such condition poses a direct threat to the health or safety of myself or others. However, the Fitness Center reserves the right to make the final determination in this regard.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A WAIVER AND RELEASE OF LIABILITY. I ALSO ACKNOWLEDGE THAT BEFORE I SIGNED THIS AGREEMENT, INCLUDING THE WAIVER AND RELEASE, I HAD THE REASONABLE OPPORTUNITY TO EXAMINE IT.

Applicant's Signature _____ Date _____

Family Member Signature _____ Date _____
(If Applicable)

Parent/Guardian Signature _____ Date _____
(If applicant is under the age of 18)

AthletiCo Representative _____ Date _____

Cancellation of Agreement

I have the right to cancel this agreement within 3 business days after the first business day after this Agreement is signed and that all monies paid pursuant to this Agreement shall be refunded. A business day shall mean any day on which the Fitness Center is open for business. If on the date I sign this Agreement, the Fitness Center is not yet opened for business, I shall have seven calendar days in which to cancel the contract and receive a full refund of all monies paid.