

TK Fitness LLC.
1862 Shyville Rd, Piketon OH 45661



Membership Agreement

This is an agreement between TK Fitness and the individual identified below, hereinafter referred to as "the Member":

Member #: _____ Start Date: _____
Date of Birth: _____ Gender (circle one): M F
Name: _____
Occupation: _____
Street Address: _____
City, State, Zip Code: _____
Home Phone: _____ Cell Phone: _____
E-mail Address: _____

I. Term: The initial term will be based on the Membership Tier selected below in Section II. After the initial term selected, membership is automatically renewed on a month-to-month basis, unless it is cancelled per the terms of this agreement.

II. Membership Tiers

Please choose one from the following options:

_____ **Stay Fit:** Is a 24-month membership that includes 24/7 access to facility including weight and cardio rooms. The one-time enrollment fee of \$49 is paid in full upon initial enrollment. The yearly enhancement fee of \$29 is due in full upon initial enrollment and will be due annually thereafter on the anniversary of the Member's enrollment date. The monthly membership fee of \$29 is to be paid monthly for a period of twenty-four (24) months.

_____ **Stay Fit Plus:** Includes the Stay Fit Membership package + unlimited Group Fitness Classes (excluding Bungee Fitness) for an additional \$16 a month. The one-time enrollment fee of \$49 is paid in full upon initial enrollment. The yearly enhancement fee of \$29 is due in full upon initial enrollment and will be due annually

thereafter on the anniversary of the Member's enrollment date. The monthly membership fee of \$45 is to be paid monthly for a period of twenty-four (24) months.

_____ **Get Fit:** Is a 12-month membership that includes 24/7 access to facility including weight and cardio rooms. The one-time enrollment fee of \$99 is paid in full upon initial enrollment. The yearly enhancement fee of \$29 is due in full upon initial enrollment and will be due annually thereafter on the anniversary of the Member's enrollment date. The monthly membership fee of \$39 is to be paid monthly for 12 months.

_____ **Get Fit Membership Plus:** includes the Get Fit Membership package + unlimited Group Fitness Classes (excluding Bungee Fitness) for an additional \$16 a month. The one-time enrollment fee of \$99 is paid in full upon initial enrollment. The yearly enhancement fee of \$29 is due in full upon initial enrollment and will be due annually thereafter on the anniversary of the Member's enrollment date. The monthly membership fee of \$55 is to be paid monthly for 12 months.

_____ **Standard Membership:** Is a month-to-month membership that includes 24/7 access to facility including weight and cardio rooms. The one-time enrollment fee of \$129 is paid in full upon initial enrollment. The monthly membership fee of \$49 is to be paid monthly.

_____ **Standard Membership Plus:** includes the Standard Membership package + unlimited Group Fitness Classes (excluding Bungee Fitness) for an additional \$16 a month. The one-time enrollment fee of \$129 is paid in full upon initial enrollment. The monthly membership fee of \$65 is to be paid monthly.

Discounts will apply for families (Spouse and Children). Initial member will pay full monthly rate of the plan of choice. Each additional member will be discounted by the amount of 10% on the monthly fee. However, the initial member will still be responsible for the one-time enrollment fee. Additional members will have the one-time enrollment fee waived. All members enrolled in a membership tier that includes a yearly enhancement fee will be subject to that fee. Family members must live at the same residence and show proof of residency in order to qualify for this discount.

The monthly installment fee rates noted above shall be guaranteed for the subsequent month to month membership dues, as long as the membership continues without interruption by cancellation or default.

III. Payment of Fees:

The first month's membership fee, the applicable yearly enhancement fee, and one-time enrollment fee are due in full and payable upon signing this agreement. The remaining installments for one- or two-year plans may be paid in monthly installments.

Subsequent installments and the month-to-month membership fees become due on the same day of each month.

IV. Changes:

Members who pay in installments may change membership tiers by submitting a written notice, one month in advance of the date on which the monthly installment fee is due.

The new monthly installment rate shall be adjusted up or down in accordance with the new membership tier. Please see “Notices by Members” section for proper submission of a written notice.

V. Temporary Inactivation of Membership:

Membership may be temporarily inactivated by the Member upon submitting a written notice one month in advance of the date on which the monthly installment or membership fee is due. Please see “Notices by Members” section for proper submission of a written notice. The member will lose any and all rights associated with membership during the time of inactivity.

At the end of the requested inactive period, active membership and the payment of installation fees is automatically resumed as before. Membership may only be inactivated in one-month intervals and for a maximum of two months per year.

A non-refundable fee of \$20 is charged each time inactivation is granted. This fee is due at the time of submitting the written notice for temporary inactivation. The Member must first pay off any outstanding balances before an inactive status may be granted.

VI. Cancellation:

Membership may be cancelled by submitting a written notice one month in advance of the date on which the monthly installment or membership fee is due. Please see “Notices by Members” section for proper submission of a written notice.

In case of cancellations before the end of the term of membership selected, a cancellation fee will be charged in the amount of \$120, plus applicable tax.

VII. Member Contact Information:

Member agrees to promptly update his or her contact information by submitting a written notice to TK Fitness LLC. Please see “Notices by Members” section for proper submission of a written notice.

VIII. Notices by Members:

All notices to TK Fitness LLC by the Member must be in writing and e-mailed to TKfitnessllc@gmail.com. The notice shall only be effective upon TK Fitness, LLC acknowledging the e-mailed notice.

IX. Returned or Late Payments, Default:

Failure of the Member to use the TK Fitness facility, for any reason, shall not relieve the Member from the obligation to make timely payments per the terms of this agreement.

If any payment under this agreement is returned on the first presentment, the Member is charged a fee of \$20. The \$20 fee is applied regardless of the mode of payment whether by credit card, EFT, or check.

If the Member fails to make a payment when it is due, TK Fitness may suspend membership privileges and require immediate payment of the past due balance before allowing use of the TK Fitness facility.

The Member would be in default if s/he does not make a payment when it is due per the terms of this agreement. If the due balance is not paid for one month or more, the account may be turned over to a collecting agency and/or TK Fitness LLC may obtain court judgment to collect all dues, late or otherwise applicable fees. The Member hereby agrees to pay any collection fees, court costs, and reasonable attorney fees, resulting from the non-payment of due amounts under the terms of this agreement. Interest shall accrue at a rate of 12% per annum, as of the date of this agreement, for all unpaid balances.

X. Damage to TK Fitness premises or property:

If any damages are caused by the Member to the premises, equipment, and/or other property of TK Fitness LLC, the Member agrees to remedy and make TK Fitness LLC whole by paying for or reimbursing the cost of any repair or replacement resulting there from. Remedies may include but are not limited to repair or replacement as well as loss of income by TK Fitness due to the loss of use of the facility, equipment, and/or other property.

The Member agrees to pay for or reimburse TK Fitness LLC in a timely manner but no later than 10 days after the date appearing on an invoice sent by TK Fitness LLC to the Member's most recent address on file. TK Fitness LLC reserves the right to suspend the Member's access to the facility, terminate the Member's membership, and/or take any necessary legal action to recover against the Member.

XI. Injuries:

The Member understands that physical activities at TK Fitness LLC involve certain risks, including but not limited to death, serious neck and spinal injury resulting in complete or partial paralysis, heart attacks and injury to bones, joints, muscles or connective tissues. By signing this agreement, the Member states that the s/he is voluntarily participating in all activities with the knowledge of dangers involved and will promptly consult a physician if s/he has any questions or health concerns.

TK Fitness or any of their affiliates, agents, independent contractors, employees or staff (together referred to hereinafter as "the Release") is not responsible for any injury suffered while participating in activities, using the equipment, or on the premises for any reason whatsoever, including negligence (ordinary or gross) on the part of the Release.

Member hereby releases from and covenants not to sue the Release for any and all present and future claims resulting from ordinary or gross negligence on the part of the Release. Member further agrees to indemnify and hold harmless the Release for any and all claims arising as a result of the Member engaging in the TK Fitness LLC activities or any activities incidental thereto. Moreover, Member is required to review and execute the Waiver Form made available to the Member in the form acceptable to TK Fitness, LLC and shall ensure that an executed Waiver is on file with TK Fitness, LLC. Failure to execute the Waiver Form shall result in a cancellation of membership.

XII. Important Notifications:

The following notifications, rules and regulations are a part of this Agreement and are binding on the Member as having received full and clear notice from TK Fitness LLC. These notifications, rules and regulations may be changed from time to time. TK Fitness LLC shall provide advance written notice of such changes by posting within the facility or E-mailing the Member at his or her most recent address on file.

- A. Surveillance:** The various areas of the TK Fitness LLC facility ARE monitored by a closed-circuit camera system or otherwise.
- B. Lost, stolen, or damaged property:** At no time do TK Fitness LLC, and their affiliates, their respective owners, employees, staff, or agents assume responsibility for lost, stolen or damaged personal effects or property of the Member within the TK Fitness LLC facility or surrounding areas, including but not limited to any part of the building, garage or the parking lot.
- E. Hours of Operation:** The hours of operation are set by TK Fitness LLC at its sole discretion.
- F. Alterations:** TK Fitness reserves the right to add, eliminate, or alter any program, specific piece of equipment, furniture, or fixture when deemed necessary or desirable in TK Fitness LLC judgment and in the best interest of the full membership.
- G. Rules and regulations:** TK Fitness LLC reserves the right to make or change reasonable rules and regulations for the operation and use of the facility.
- H. Entry.** Your membership pin is given to **you** for 24/7 access to the facility. You are not allowed to bring guests unless cleared by TK Fitness LLC staff. Tailgating or bringing unauthorized guests is considered theft of services and can result in termination of membership.

Failure to comply with the TK Fitness LLC Rules and Regulations is sufficient grounds for TK Fitness LLC, upon its sole discretion, to suspend and/or terminate the Member's membership without refund or termination of the Member's financial obligation under the terms of this agreement.

XIII. Signatures

Do not sign this Agreement before you have read all pages because the terms on each page are a part of this agreement.

Any member under the age of 18 must have a parent or legal guardian co-sign and guarantee this agreement. The parent or legal guardian as well as the Member agree to be bound by the terms and conditions of the agreement, including but not limited to the Rules and Regulations that are part of this agreement.

Therefore, the Member and if applicable, the parent/legal guardian hereby acknowledges that s/he has had sufficient opportunity to read the agreement in full and understands that:

- (A) this document is an agreement and will become a legally binding contract upon its acceptance by TK Fitness LLC;
- (B) s/he understands the terms and conditions of this agreement;
- (C) s/he has examined the facility and the equipment to her/his satisfaction;
- (D) there are no warranties, either expressed or implied, beyond this written agreement;
- (E) this constitutes the entire agreement between the parties;
- (F) there are no collateral agreements, representations, or guarantees, oral or otherwise unless put in writing and attached hereto;
- (G) this agreement includes Appendix A, which indicates the type and method of payment for this Membership Agreement, as well as the credit card and/or Electronic Funds Transfer (EFT) information and authorization;**
- (H) if any part of this agreement is held invalid or unenforceable, the remainder of this agreement shall remain in full force and effect.

X_____	____/____/____	X_____	____/____/____
Member Signature	Date	TK Fitness LLC Staff Signature	Date
X_____	____/____/____	X_____	____/____/____
Parent or legal guardian	Date	TK Fitness LLC Manager Signature	Date
GRANTOR			

The GRANTOR who signs above guarantees payment in full of all amounts which are owed to TK Fitness under this agreement.

The Member is entitled to a completely filled in copy of this agreement.

APPENDIX A

Member ID No: _____

Payment Amount and Method:

- Prepayment in full in the amount of \$_____.

- Payment in _____ monthly installments of \$_____, each plus tax. First installment due upon signing the membership agreement and the future installment(s) to be paid by automatic credit card charge or Electronic Funds Transfer (EFT) each month for the duration of the membership agreement.

Credit Card or EFT Authorization:

I, _____, authorize my bank to make my payment by the method indicated below (Credit Card or EFT, as indicated below) and post it to my account.

___ Visa ___ Master Card ___ American Express

Card # _____ Expiration Date: ____/____ CVV: _____

I understand that it is my responsibility to update the credit card expiration date or the bank routing information, as applicable. I am in full control of my payment, and if at any time I decide to make any changes or discontinue the electronic funds transfer, I will call TK Fitness and submit a written notice to TK Fitness, per terms of this agreement. Change of payment method will not affect other provisions and terms of this agreement.

X _____ ____/____/____

Card/Account Holder Signature

Date



WAIVER FORM

Please PRINT Your Information

Name:

Date of birth:

Street Address:

City:

State:

Zip:

E-mail:

Phone:

Emergency Contact:

Relationship:

Phone:

How did you hear about us? _____

In consideration for participating in the classes, personal training sessions, or general use of the fitness equipment owned and operated by TK Fitness, LLC, I do hereby release, waive, discharge and covenant not to sue TK Fitness, LLC, its staff, or its practitioners (hereinafter referred to as "Releasee") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, illness or injury, that may be sustained by me or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, regardless of whether such loss is caused by the negligence of the Releasee, or otherwise.

I understand that TK Fitness, LLC does not require me to participate in the physical activities. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury/illness that may be sustained by me or any loss or damage to property owned by me, as a result of being engaged in such activities.

I further hereby agree to indemnify and hold harmless the Releasee from any loss, liability, damage or costs, including court costs and attorney fees that Releasee may incur due to my participation in said activity.

It my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, and my heirs, assigns and personal representative and shall be deemed as a release, waiver, discharge and covenant not to sue the above named Releasee. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Ohio. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THE FOREGOING WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, AND UNDERSTAND IT AND SIGN IT VOLUNTARILY AS MY OWN FREE ACT AND DEED; NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE; I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT; AND I EXECUTE THIS AGREEMENT FOR FULL, ADEQUATE AND COMPELTE CONSIDERATION FULLY INTENDING TO BE BOUND BY THE SAME.

Date: _____

Signature

Printed Name

Date: _____

Signature of Employee

Printed Name

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