

12399 Olean Rd

Membership Agreement

Chaffee, NY 14030

The Federal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of sex or marital status. The agency that administrates with is law is the Federal Trade Commission Equal Credit Opportunity, Washington D.C 20508

Name: Last, First: Birth Date: Home Phone:

Current Mailing Address: City: State: Zip:

In Case of EMERGENCY Call: Name: Relationship: Phone:

Membership Privileges, Notices, Disclosures, and Agreement

Membership Type: _____

Membership Start Date: ____/____/____ Membership Expiration Date ____/____/____

Membership Cost:\$_____ Amount Paid \$_____ Amount Owed \$_____

I/we either promise to pay to the order of The Fitness Connection or its assigned total membership cost payable in _____ consecutive monthly payments in the amount of \$_____ due by the 1st day of each month and each month there-after until the balance owed is paid in full. If payment is not made by the 10th of each month, I hereby authorize The Fitness Connection to charge the amount due each month to my credit card

Expiration Date: _____

CVV Code (on back of card) _____

I understand that I have signed a contract. My failure to regularly attend and utilize the facility does not relieve me of my obligation, regardless of circumstances, to pay my installment membership in full. The Fitness Connection urges all members to obtain a physical examination prior to use of any equipment or exercise class. In recognition of the possible dangers connected with physical activity member(s) hereby knowingly waive any right of cause of any kind whatsoever arising as the result of such activity from which any liability may or could accrue to The Fitness Connection, its officers, agents, employees, or instructors.

Signatures:

Witness: _____ Buyer/Member: _____

5-Digit Passcode: _____

Office Use: Slot # _____

The Fitness Connection Waiver and Assumption of Risk

Please consult with you physician before beginning any exercise program. I acknowledge that I have voluntarily chosen to participate in one or more physical exercise or fitness activity or sport programs, with or without The Fitness Connection personal trainers (the "Programs). I acknowledge (i) the nature of the risks of the particular Programs. I understand, for example, the risks associated with physical injury, abnormal blood pressure, heart attack and even death; as well as the risks associated with the negligence of a Fitness Connection participating location and any other organization or individual (employee or trainer) participating or involved in providing or promoting any classes, function, Programs, testing, training, or other activities that I participate in as a Fitness Connection Program member (including without limitation the owners, officers, directors, employees, and representatives of any of the following). The Fitness Connection does not require their personal trainers to be certified to train clients in the facility. By signing this document, I expressly assume all risk for my health and well-being and expressly assume the other risks associated with participating in the Programs, including, but not limited to, the negligence of a Fitness Connection participation location and any other organization or individual participating or involved in providing or promoting any classes, functions, Programs, testing, or other activities that I participate in as a Fitness Connection Program member (including without limitation the owners, officers, directors, employees, trainers and representatives of the foregoing). I also hereby release, waive, discharge and covenant not to sue any class instructor, any Fitness Connection participating location, any sponsoring, organization, Fitness Connection, or any of their subsidiaries, or any other organization or individual providing or promoting classes, functions, Programs, testing, or other activities that I participated in as a Fitness Connection Program member (including without limitation the owners, officers, directors, employees, and representatives of any of the foregoing) at any time hereafter, from any and all demands, liabilities, losses, or damages (including death, bodily injury or damage to property) caused or alleged to be caused in whole or in part by the negligence of any of the foregoing people or entities.

I have read and understand this waiver and express assumption of risk. I have also read, understand, and will adhere to all guidelines and policies in regard to this benefit. This waiver and release shall survive the term of any agreement with a Fitness Connection participating location or individual.

In the event that my physician has recommended any limitations to my physical activity or I have experienced any of the following conditions, I hereby attest that I have informed my physician of the condition(s) and have obtained express consent from my physician to participate in the Programs.

Chest pains while at rest and/or during exertion, previous heart attack or high blood pressure

Any heart or circulatory conditions, such as vascular disease, stroke, chest pain, congestive heart failure, poor circulation to the legs, valvular heart disease, blood clots

Frequent fast, irregular heartbeats OR very slow heartbeats

Diabetes

Previous hip or spinal fracture (as an adult)

Lung disease or shortness of breath after mild exertion, at rest, or in bed

Open cuts on my feet that do not seem to heal

An unexplained weight loss of ten (10) pounds or more in the past six (6) months

More than two fall in the past year (no matter what reason)

More than one year since I have engaged in regular physical activity

Print Members Name

Members Signature

Date