**24-HOUR ACCESS RELEASE OF LIABILITY & ASSUMPTION OF RISK**

**As a 24-hour secure-access fitness facility, Frankenmuth Fitness INC, (Diversified Fitness) has a few different policies and procedures. Please read the information carefully. If you have any questions, please ask.**

*(If under 18, Parent or Legal Guardian signature and completion of Parental Consent for Minor Membership form is required)*

***Compliance with Rules***

**I understand and agree that a 24/7 gym membership is a special membership based on trust and is a privilege, which can be taken away for a violation of rules. As a gym member, I agree to abide by all Gym membership rules and 24/7 membership rules, which will be posted at the Gym, on the Gym website, and may be amended from time to time at the sole discretion of the Gym.**

1. ***The additional rules below apply to a 24/7 membership:***
2. **Only one 24/7 member may enter the door at a time during non-staffed hours. Everyone must use their keycode individually.**
3. **KEY CODE sharing is strictly prohibited and will result in immediate loss of membership; key code sharing is viewed by ownership as stealing services.**
4. **Only active account members will be allowed entry.**
5. **Pre-approved 24/7 members under the age of 18 must be accompanied by an approved member parent until they reach the age of 18.**
6. **Improper unauthorized use of the Gym may result in member suspension or cancellation. No one may use your access code for any reason, and you are required to report any situation that appears to be code sharing to Gym staff.**
7. **The Gym reserves the right to suspend or cancel the rights, privileges, and membership of any member whose actions are detrimental to the use, safety, and enjoyment of the Gym.**
8. **Do not bring or otherwise allow a person that is not an approved member or guest of the Gym to access the facility without permission.**
9. **Do not bring or otherwise allow a person younger than 18 years of age to access the Gym without permission.**
10. **Members alone in the Gym should call 911 in case of an emergency.**
11. **All outside doors must remain closed during all non-staffed hours (two front and back doors).**
12. **No one under the influence of alcohol or drugs is permitted in the Gym at any time. No alcohol-involved fitness activities are permitted without permission from the owner.**
13. **Only use equipment you understand how to use.**
14. **Inspect the equipment to make sure it is properly functioning prior to using the equipment.**
15. **Remove any potential trip hazards from the floor, around racks/lifting area, and return all excess plates/equipment to keep area tidy when they are not in use.**
16. **Limit all movements to 80% loading during non-staffed hours.**
17. **Stop exercising if you experience a potential injury and seek medical attention.**
18. **Inspect your surroundings to make sure equipment and weights are not obstructing your intended exercise.**
19. **Notify management and all other members using the Gym if any equipment is not working properly or if you notice any potentially dangerous conditions within the Gym.**
20. **Return all equipment, chalk, and/or other Gym supplies to their designated storage place after using the equipment and pick up any of your items or trash brought into the Gym or bathrooms.**
21. **Additional violations of these rules will result in additional fines or will result in revocation of 24/7 Gym access.**
22. **The Gym is monitored 24/7 by surveillance cameras. Do not touch, move, or unplug any security cameras.**
23. **Do not adjust the thermostats.**
24. **Turn off all lights you turn on! Turn off the stereo, tv screens, equipment, and any other items (fans) that may**

**have been turned on. (Instructions on how to turn off equipment are posted around the facility)**

1. **Any items taken from the retail area must be signed for at the time of purchase on the Retail Sheet up at the**

**front desk, Failure to report is considered stealing and will be dealt with accordingly.**

1. **Please be sure to firmly push the door closed and check to make sure it is locked!**

**\_\_\_\_\_\_\_\_\_\_\_   Initial acceptance to abide by Gym rules and special rules for the 24/7 membership.**

**No Supervision**

 I understand 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 if I get injured, become unconscious, suffer a stroke or heart attack or any other medical emergency or event, there will likely be no one to respond to my emergency and that the Gym has no duty to aid me while I am at the Gym. I understand even though the Gym is equipped with surveillance cameras, that record but are not monitored continuously; help will not be available during non-staffed hours. However, a first aid station, AED and emergency alarms are in the facility.  **\_\_\_\_\_\_\_\_\_\_\_\_\_   Initial acceptance of No supervision**

**Acknowledgement of Risk and Waiver of Liability**

 I voluntarily assume the risk of injury, accident, death, loss, cost or damage to my person or property which might arise from my use of the Gym, and I agree to hold harmless and release the Gym and all affiliated corporations, and its owner, directors, employees, representatives, management, and all others from all liability. I also release all of those mentioned and any others acting on their behalf from any responsibility or liability for any injury or damage to myself including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities or the use of any equipment at the gym during staffed or non-staffed hours.

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Description automatically generated **\_\_\_\_\_\_\_\_\_\_\_\_** Initial acceptance of Acknowledgement of Risk and Release of Liability Waiver.

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**MEMBERSHIP ID #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

□ **NEW CONTRACT** □ **RENEWAL**   **Start Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ End Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

□ **Frankenmuth Financial Group Member** □Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Corporate Member or Special)

**First name**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Las**t: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Middle Initial**: \_\_\_\_

**Home Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_ Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DOB: \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_ Home Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**E-mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Emergency Contact Information (Preferred Hospital):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Towel Service**$10/mo. **□ Yes / □ No**  **Private Locker** $10/mo. Lg. $5/mo. Sm. **□ Yes / □ No**

□**Month: \_\_\_\_\_\_\_$** □ **Student Month: \_\_\_\_\_\_\_$** □**One Year: \_\_\_\_\_\_\_$** □**Student Year**: \_\_\_\_\_\_$□**Couples: \_\_\_\_\_\_\_$**

□**Family of 3: \_\_\_\_\_\_\_$ IS THIS PAYMENT:** □ PIF / □ EFT / □ Statement (STATEMNTS WILL BE CHARGED $5.00 MORE)

(**$15/mo. over family rate for each additional family member)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ■ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Family Member Name) (Date of Birth)(Relation) (Family Member Name) (Date of Birth)(Relation)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ■ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_** (Family Member Name) (Date of Birth)(Relation) (Family Member Name) (Date of Birth)(Relation)

NEW MEMBER AGREEMENT

*I hereby make an application for membership at Diversified Fitness Club. Furthermore, I agree to pay the sum of* ***($49)*** *for an initiation fee* ***which****, after a three-day period, shall be non-refundable, and I agree to pay all prevailing monthly dues, including my associate/family members, incurred within the start and end dates listed above. I understand my membership is non-transferable and dues are subject to change.*

**\_\_\_\_\_\_I agree to pay a $100 cancellation fee, upon early termination of my contract.**

Salesperson: \_\_\_\_\_\_\_\_\_\_

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

**General Terms**

This contract represents the complete understanding between you and the Gym. No representations, written or oral, other than those contained in this contract (and the Gym’s other waivers) are authorized or binding upon the Gym. Should any part of this agreement due to legal or other regulatory changes become unenforceable, the remaining provisions within this agreement not impacted by such change shall remain in full force as originally written. You agree to promptly update the Gym of any changes of address, phone, email address and/or bank account/credit card information. \_\_\_\_\_\_\_\_\_\_\_\_   Initial acceptance of General Terms.

I certify that I have read and understand all the terms of the gym agreement and agree to continue to abide by all the terms of this agreement.

**PRINT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, SIGN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**