



## MEMBERSHIP DECLARATION

### Contract:

- **Freezes on Memberships:** Members may place their memberships on freeze for a period of no less than 1 month and no longer than 3 months. A fee of \$10.00 per billing cycle while the account is on freeze will be billed to your account.
- **Term and Renewal:** Annual agreements will have an initial term for 12 months and may automatically renew on a month to month basis until a cancellation notice is received. Rates will not change during your initial agreements term, but may change after the initial term is completed.
- **Cancellation Policy:** You may cancel your membership by providing a 30-day written notice to the fitness center. Upon receipt of the cancellation notice, you will be billed one (1) more final time, with membership access 30 days after such final billing.
- **Billing Cycle:** Billing occurs on the same date of each month that you originally signed up on. If the date falls on a weekend or holiday it will be processed on the next business day.
- **Club Annual Fee:** We will assess a \$25.00 Annual Fee on your second (90 day) scheduled payment. This fee is per member. The fee will be added to your regular monthly dues. All paid in-full members will pay this fee at the time of signing their agreement.
- **Return/Decline Fee:** Returned payments such as returned checks or EFT drafts that are unable to be collected on your designated bill date (automatic drafts to a credit card or from a bank account) will be subject to a return fee and/or late fee.
- **Child Care:** Child Care is reserved for the children of members and/or visiting guests only during set child care hours.
- **Refunds:** There are NO refunds for paid in full memberships. Any and all requests for refunds of any type will need to be reviewed and authorized.
- **Financial Responsibility:** Member(s) or person(s) who has/have provided financial information for billing is fully responsible for any and all fees incurred by themselves or any member they have provided billing information for.
- **Changes:** Changes that will affect billing amounts in any way can only be done by the member or person who has provided billing information. Any demographic changes can be done by the member themselves.

# **Equipment: (Cardiovascular, Strength and Free weights):**

**Please be sure to schedule a free orientation with our staff if you are unsure on the proper way to use any equipment in our facility.**

Treadmills: Treadmills allow you to walk or run in place using a belt driven by an internal motor.

Bikes: You must begin to pedal to power both upright and recumbent bikes.

Elliptical (Cross trainers): Can work your total body or just your lower body. You must begin to pedal to power the machine.

Strength Equipment: All strength equipment is designed to perform a basic movement.

Free Weights: (Dumbbells, barbells, weight plates and racks) give you total range of motion in a movement.

## **Before use of all equipment always be sure to:**

- Make sure to tie your shoes, secure all loose clothing, personal electronics devices and dangling jewelry.
- Make sure the equipment is in the off position before mounting.
- Never attempt to mount any equipment while it is in motion.
- Be sure to use all safety devices, precautions and warnings as it applies each particular machine.
- Keep your hands and feet away from weight stacks, moving parts, and cables while equipment is in motion.
- Make sure all equipment has come to a complete stop before dismounting.
- Always adjust seats, foot pedals, and adjustable parts of all equipment to your appropriate level and size.
- Always adjust the weights to your appropriate level.
- Always use proper form to lift weights.
- Do not try to move, adjust, modify, or manipulate any equipment with additional weight, cables, or the like.
- Never use equipment that appears to be broken or malfunctioning.
- Always use a spotter (someone who is able to assist you with the weight). If you are lifting heavy alone and during non-staffed hours.
- Never drop or throw weights.
- Use appropriate racks and settings for all weights and equipment.
- Always replace (Re-rack) weights when finished. Weights left on the floor are a tripping hazard.
- No equipment or personal belongings are to block emergency exits.

## **24 Hr Facility Policies:**

**Security:** This building and fitness center are under 24 hour surveillance. Whether you are working out, entering or leaving the restrooms, your activities are recorded. This video surveillance is used for your safety and security. This system does not protect you from harm in or outside of this building. But it does help us monitor you for your own safety. You must use caution when entering and leaving the building. A courtesy (Red) phone is available if you feel threatened or witness suspicious activity. Do not allow access to any individuals at any time, no matter if they are a member or not. Doing so may put you at risk for injury, harm or death. All members must have their own barcode key card to access the fitness center during non-staffed hours. Allowing access to anyone; member or non-member will result in a \$250.00 fee and possible cancellation of your membership. The fitness center is equipped with panic buttons and medical emergency pull levers.

**Emergency Pull Levers:** These are here to signal authorities in the event you feel threatened or in case of a medical emergency. Any false alarms will result in a \$250.00 fee.

**Portable Emergency Alert Devices:** These devices are provided for your safety and security during non-staffed hours. When used properly they will call 911 immediately and emergency personnel will be sent to your aid. Any lost, damaged or non-returned devices will result in a \$250.00 replacement fee.

**Barcode Key Tags:** All members must report any lost or stolen key tags to the fitness center immediately. To avoid entry to any non-members who may cause harm or danger to members and the fitness facility. Any damage or harm done from this will be the members' responsibilities, whose key tag was not reported lost or stolen. A replacement fee of \$5.00 will be due for new key tags.

**Restrooms/locker rooms:** The restroom/locker room on the workout floor has a lock that should be used when you enter the restroom. All the other restrooms/locker rooms do not have locks on them.

**Power Outage:** In a power outage please exit the fitness center. The members' door to the club has a fail safe switch (Green) that will allow you to exit the building when the power is out. There are emergency lights that will come on and allow you to see your way out. If there is severe weather please call the number posted in the fitness center and let them know of the situation.

**Fire:** In the event of a fire, or if you smell smoke, or see smoke, exit the building immediately and call 911 immediately from your cell phone or a nearby business.

**Injury/Fist Aid:** For a serious injury dial 911 from the Red phone. For minor injuries there is a first aid kit located on the workout floor. All injuries should be reported to the number listed in the fitness center.

**Miscellaneous:** The foregoing is only a general description of the fitness center policies and procedures; you must follow any and all other instructions provided to you by the staff members, or posted signage. If you have any questions or concerns, please ask a

staff member, if available, or call the number listed at the fitness center. You must not use the equipment if you are not sure on how to use it or if you have any other concerns.

I acknowledge and agree that I understand how to use all the equipment, as well as all exits, security and medical devices. I also have read and understand the attached stated policies and procedures about the fitness center; contract, equipment, and I agree to abide by them at all times. I understand the risks; including serious injury and/or death associated with using exercise equipment and exercising alone without the aid and supervision of a trainer or presence of a fitness center staff member on the premises. I hereby release and agree to indemnify the fitness center, its owners, agents, employees, instructors, trainers, and their insurers from and against any liability that may arise out of or in connection with my usage of the equipment or the facilities of the fitness center or any incident that occurs while using the fitness centers facilities or otherwise related to my fitness center membership. I recognize and realize MAX'D OUT Fitness Center have taken reasonable, adequate and appropriate actions to safe guard my person. And I will not hold them responsible for any unforeseen events. I further agree to cooperate with the authorities in any criminal actions or investigations. I will share any knowledge and information to them.

I expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of the state and that if a portion of this release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal effect. I understand that the owner of this fitness center is relying on this release in agreeing to perform services, and I agree that this release shall be legally binding and that the terms of the release are contractual and not just a mere recital.

As parent and/or legal guardian of a minor, I hereby agree to be fully responsible for any and all actions, damages, injuries, and/or loss to property or persons, performed by minor with or without my supervision in the fitness center. I further agree that any infractions of fitness center policies on the minor's part may constitute loss of minor's and/or my membership.

**I have read this Membership Declaration and understand the contents, and I knowingly and voluntarily accept the terms hereto. I also agree to abide by all posted and non posted signage and warnings. I have been issued a key tag and fully understand it is my responsibility to notify MAX'D OUT Fitness Center if any key tag is lost or stolen immediately.**