

MEMBERSHIP AGREEMENT & ACKNOWLEDGEMENT OF RISK



MEMBER INFORMATION

FOR OFFICE USE ONLY

Company:	Email Address:	Starting Date:	Card:
Applicant Name:	Phone Number:		
Address (Street, City, State, Zip):			
Payment Type: Recurring Credit <input type="checkbox"/> PayPal <input type="checkbox"/> Cash <input type="checkbox"/>	Cardholder Name:		
Account Number (only provide account info. for Recurring Credit):	Expiration Date:		

EMERGENCY CONTACT

Name:	Relation:
Phone Number:	Alternate Phone Number:

HEALTH HISTORY SELF-ASSESSMENT

If you answer YES to any of the following questions, please contact your physician and obtain written clearance *before* proceeding with any fitness activity.

- Has your doctor ever said that you have a heart condition and/or that you should only perform physical activity recommended by a doctor?
- Do you feel pain in your chest during physical activity?
- Do you lose your balance because of dizziness or do you ever lose consciousness?
- Do you have a bone or joint problem that could be made worse by a change in your physical activity?
- Is your doctor currently prescribing any medication for your blood pressure, cholesterol level, or a heart condition?
- Are you diabetic?
- Do you have a respiratory condition such as asthma, bronchitis, or emphysema?
- Are you epileptic or do you experience seizures?
- Has your doctor advised you for any reason that you should not engage in an exercise program?

I have answered YES to one or more questions above, and obtained medical clearance from my physician.

_____ Member Initials

I have truthfully answered NO to all questions above and am in suitable physical condition for fitness activity.

_____ Member Initials

NOTES

I hereby certify that all included information is true, and approve the terms and conditions herein, and the rules and regulations of Larkin Fitness and acknowledge and accept the inherit risk associated with physical activity.

Member Signature: _____

Date: _____

LARKIN FITNESS, LLC

701 Seneca Street, Suite 200 Buffalo, NY 14210

o 716.856.0810 f 716.852.2292

www.larkincenter.com

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1. The term of this agreement shall be for a minimum period of one month and shall renew automatically for periods of one month until terminated by Member upon thirty (30) days written notice to Larkin Fitness, LLC.
2. A \$30.00 enrollment fee will be charged upon acceptance of agreement. The fee will cover the access control card, account processing and maintenance. A \$10.00 processing fee will be charged for each additional access control card issued, for any reason. A minimum \$25.00 fee will be charged for all returned checks, declined credit cards or electronic payments.
3. The membership payment is due by the 1st of the new calendar month. Unpaid accounts after the 5th of the month will be subject to late fees and loss of access. In addition unpaid Member's will be responsible for any fees incurred until account is brought current.
4. Member represents that Member is in good health and has no disability, impairment medical condition or illness preventing Member from engaging in exercise, use of Larkin Fitness facilities or that poses a health risk to other users of Larkin Fitness. Member assumes full responsibility for Member's medical condition as it relates to his/her ability to engage in exercise. Member agrees to not use any Larkin Fitness facilities with open cuts, abrasions, sores, infections, contagious conditions or maladies which may impose a health risk to others in accord with state and local health requirements. Larkin Fitness management reserves the right to prohibit or limit the use of its facilities to Member's with such conditions in accord with state and local health requirements. Member agrees that there will be no reduction or refund of membership fees for such reasons.
5. Member assumes all risks and responsibility for any personal injury sustained by Member as a result of his/her physical exercise, use of facilities and equipment, class participation and/or instruction by a personal trainer, use of masseuse services and all other activity at Larkin Fitness. Member releases and discharges Larkin Fitness, LLC, its officers, employees, independent contractors, agents, landlord and all other parties. All incidents should be reported to Larkin Center of Commerce security.
6. Member hereby waives, releases and relinquishes any claim it may have against Larkin Fitness, LLC, its officers, employees, independent contractors, agents, landlord and all other parties arising from or in any way related to or connected with the use of Larkin Fitness.
7. Member's are encouraged not to bring valuable personal property to Larkin Fitness. Larkin Fitness, LLC, its officers, employees, independent contractors, agents, landlord and all other parties shall not be liable for the loss, theft of or damage to the Member's personal property located anywhere in Larkin Fitness, including all lockers, coat check, locker rooms and Larkin Center of Commerce.
8. All requests for membership renewals must be approved by and are at the sole discretion of Larkin Fitness, LLC. Renewal fees, terms and conditions, as may be posted in the facilities, are at the sole discretion of Larkin Fitness, LLC and may be changed or modified, without notice, at any time. Request for membership renewal must be received by Larkin Fitness, LLC no later than the expiration date of the existing membership. Renewals after the expiration date will be at the full membership price including any enrollment fees.
9. Member will not be relieved of his/her obligations to make payments agreed to for Member's failure to use Larkin Fitness facilities. Member dues are for the time period designated and do not relate to actual usage of Larkin Fitness.
10. Larkin Fitness, LLC must be notified, in writing, of any name, address, contact, payment, or health status change.
11. Membership and access control cards are not transferable. Use of the access control cards by other than the Member may result in the termination of membership. Member is responsible for any unauthorized user accessing Larkin Fitness.
12. Member authorizes Larkin Fitness, LLC to charge the indicated credit card monthly for fees associated with services provided, including, if necessary, adjustments for any changes to Member's account. Member agrees that the periodic charge will be applied to Member's credit card according to the billing cycle, and in order to cancel the recurring billing process, Member is required to contact Larkin Fitness, LLC thirty (30) days in advance to either cancel the associated membership, or arrange for an alternative method of payment. Member understands that Larkin Fitness, LLC will not provide any invoices or bills. Member agrees to not dispute any charges with credit card company without first making a good faith effort to remedy the situation directly with Larkin Fitness LLC. Member guarantees and warrants to be the legal card holder for this credit card and is legally authorized to enter into this recurring credit card billing agreement with Larkin Fitness, LLC.
13. Membership commences only once the first payment is received and Larkin Fitness, LLC is furnished with a signed Membership Agreement & Acknowledgement of Risk form.
14. Membership is sold on a calendar month regardless of start date. No credits or refunds for days not used.
15. Larkin Fitness, LLC reserves the right to suspend or revoke membership, without refund of Member fees at its sole discretion.
16. Member's signature on this agreement/contract acknowledges that Member has read and understood the terms and conditions of this agreement. There are no outside conditions, warranties, verbal agreements or understandings.
17. Larkin Fitness facilities, equipment, services, classes, days and hours of operation are subject to change at Larkin Fitness' sole discretion. As a result of repairs, maintenance, or special occasions, Larkin Fitness, LLC may be required to restrict the use of facilities, equipment, limit services or cancel one or more classes. Member agrees that there will be no reduction or refund of membership fees for such reasons. In case of long-term interruption of all services at Larkin Fitness, Larkin Fitness, LLC reserves the right to suspend memberships and add the lost time once services resume. Member agrees to pay for any and all damages done to equipment, facilities, etc.
18. Proper athletic attire must be worn at all times in all areas of Larkin Fitness except the locker rooms. Member agrees to abide by all Larkin Fitness rules, regulations, schedules and fees as may be posted in Larkin Fitness or issued orally. Larkin Fitness rules, regulations, schedules and fees are subject to change at Larkin Fitness' sole discretion.
19. Member understands Larkin Fitness will not be physically monitored at all times. It is Member's responsibility to know its own physical limitations and abide by them.
20. No solicitation or conducting business of any kind, including personal fitness instruction, is permitted at Larkin Fitness without the written approval of Larkin Fitness, LLC.
21. Member must provide thirty (30) days written notice to Larkin Fitness, LLC to suspend membership. Membership may be suspended for up to three (3) months. Suspension beyond three (3) months may require an additional enrollment fee to reinstate membership.
22. Should New York State choose to add a state sales tax to fitness center memberships, the tax will automatically be added to the Member's monthly fee.

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