

# Chuchulle dba r friends GYM

---

last name	first name	middle initial	
address	city	State	Zip
home phone	work phone	mobile phone	
employer	nearest relative	nearest relative phone	

---

email address \_\_\_\_\_

how did you learn about rfriendsGYM? \_\_\_\_\_

rfriendsGYM card number \_\_\_\_\_

I agree to pay the amount of \$30 + applicable sales tax as a one time sign-up fee and the amount of \$28 + applicable sales tax each month as a fee for gym usage. The electronic fund transfer or automatic credit card monthly charge will continue until I cancel my gym membership via email with 30 days notice.

In addition to any other remedies provided by law, in the event this gym ceases operation no further payments shall be due to anyone.

## BUYER'S RIGHT TO CANCEL

You (the buyer) may cancel this agreement by sending notice of your wish to cancel to the health club before midnight of the third day (excluding Saturdays, Sundays, and legal holidays) after the day you signed the agreement. This notice must be sent by email to the following address: **rfriendsgym@gmail.com** Within thirty (30) days after receipt of the notice of cancellation, the health club will return any payments made and any note executed by you in connection with the agreement.

I agree that I and only I may use my access card to gain access to the gym. I agree not to allow any other person to enter the gym with me.

I agree that in the event that my access card has been lost, stolen or destroyed, the gym may require a payment of a service fee before issuing a replacement card to me.

I agree and shall be responsible for surrendering my gym access card upon termination of my membership to the gym. I agree that if I do not surrender my gym access card upon termination of my membership to the gym I will be charged \$25 + applicable sales tax.

I agree that the monthly fee charged to me for use of the gym is subject to change without notice.

I agree to follow rfriendsGYM instructional guidelines and rules and to cooperatively utilize the facilities with other members. Failure to do so may result in cancellation of my membership. I CERTIFY THAT I HAVE READ THIS AGREEMENT AND AGREE TO THE TERMS HEREIN.

Member's Signature \_\_\_\_\_ Date \_\_\_\_\_

Member's Printed Name \_\_\_\_\_

**WAIVER & RELEASE FORM**

You have agreed to purchase a membership at a facility that allows you access at any time. As such, you are aware that there will be **no supervision or assistance**. You are also aware that if you are injured, become unconscious, suffer a stroke or heart attack, that there will likely be no one to respond to your emergency and this facility has no duty to provide assistance to you. Even though this facility is equipped with surveillance cameras, it is likely that should you require immediate assistance, none will be provided. We HIGHLY recommend that you have a workout partner accompany you while at the club, but it is entirely up to you. **Initial** \_\_\_\_\_

Because physical exercise can be strenuous and subject to risk of serious injury, the club urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest, or participant) agree that if you engage in any physical exercise or activity, or use any club amenity on the premises or off premises including any sponsored club event, you do so **entirely at your own risk**. You agree that you are voluntarily participating in the use of this facility **and assume all risks** of injury, illness, or death. We are also not responsible for any loss of your personal property. **Initial** \_\_\_\_\_

This waiver and release of liability includes, without limitation, all injuries which may occur, regardless of negligence, as a result of; (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment and (c) your slipping and/or falling while in the club, or on the club premises, including adjacent sidewalks and parking areas. **Initial** \_\_\_\_\_

You acknowledge that you have carefully read this “waiver and release” and fully understand that it is a **release of liability**. You expressly agree to release and discharge the club, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the club for negligence, personal injury or property damage. **Initial** \_\_\_\_\_

Note: Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this agreement will remain in full force.

**Signed:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Dated:** \_\_\_\_/\_\_\_\_/\_\_\_\_

5/12/05

