



## 24-HOUR MEMBERSHIP AGREEMENT



This Membership Agreement (hereinafter "Agreement"), is entered into by Iron Attic, LLC (hereinafter "gym"), and \_\_\_\_\_, (hereinafter "member") in consideration of the terms, promises, and covenants herein described.

The gym hereby grants the member 24-hour access to and use of the gym, located at 1166 US 27 North, Berne, Indiana, 46711, and all equipment and facilities located therein for the period of time indicated below by the member's initials.

The member promises to pay the gym the following membership fee: (Please Initial)

\$40.00	_____	Single Individual	- One Month or Monthly EFT
\$300.00	_____	Single Individual	- One Year
\$60.00	_____	Family (Single Household) **	- One Month or Monthly EFT
\$500.00	_____	Family (Single Household) **	- One Year
\$160.00	_____	College Student	- One Year

*\* All rates will automatically renew at the end of the term of use unless either party provides 30-day notice to the other to modify or terminate these terms.*

*\*\* Family rates include up to 4 family members, \$10 added for each additional family member*

The following fees or modifications to the membership fee will also apply:

\$15.00	Initial Sign-Up Fee for ALL memberships
\$8.50 off	Automatic Payment by EFT Bank or Credit Card Payment
3% fee	Payment by Debit or Credit Card for processing charges
10% off	Senior Citizen Discount
20% off	Service men or women Discount

**Original Start Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Payment:** CASH      CHECK # \_\_\_\_\_      EFT sign-up  
DEBIT/CREDIT (3% fee \$ \_\_\_\_\_)      GIFT CARD

**First Payment Amount:** \$ \_\_\_\_\_      **Discount:** \_\_\_\_\_

## **Compliance with Rules**

I understand and agree that a 24-hour gym membership is a special membership based on trust. As a gym member, I agree to abide by all gym membership rules and 24-hour membership rules, which will be posted at the facility and may be amended from time to time at the sole discretion of the gym. Failure to comply with the posted or listed rules could result in warnings, fines, suspension and/or termination of membership.

The additional rules below apply to a 24-hour membership:

1. Mandatory 24-hour membership is required to use the facility.
2. At time of membership payment, a key card for entry access is given. A replacement card will cost \$10 unless member is renewing an annual membership and card has been damaged. Card must be surrendered at time of replacement.
3. Only one 24-hour member may enter the gym front door at a time during non-staffed hours.
4. Card sharing is strictly prohibited and will result in suspension or loss of membership. Card sharing is viewed by ownership as stealing services.
5. Only active account members will be allowed entry.
6. Loud, vulgar or profane music will not be tolerated. Members must be respectful of other members as well as surrounding businesses.
7. Pre-approved 24-hour members under the age of 18 must be accompanied by an approved member parent until they reach the age of 18.
8. Members are expected to be responsible to help maintain the gym and premises. Members will be expected to put away their weights and clean equipment after use. It is expected that members will pick up after themselves and leave the gym in the way they found it upon arrival.
9. No use of chalk or other substance that would leave residue behind will be tolerated.
10. If damage is caused or noticed in the gym, members should contact the owner immediately to report the incident.
11. Iron Attic will not be responsible for any lost or stolen items.

I agree that improper unauthorized use of the facility may result in the suspension or cancellation of my gym membership. I agree not to let anyone use my card for any reason, and I agree to report any situation that appears to be card sharing to the gym staff. A security "tailgate" system has been installed to monitor and record instances of "tailgating". I understand that one act of card sharing will result in immediate membership suspension or termination. 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 facilities.

## **No Supervision**

I understand that I am purchasing a membership at a 24-hour 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 that if I get injured, become unconscious, suffer a stroke or heart attack or any other medical emergency or event that there will likely be no one to respond to my emergency and that the gym has no duty to provide assistance to me while I am at the gym. I understand that even though the gym is equipped with surveillance cameras, which record but are not monitored continuously, help or assistance will not be available during non-staffed hours.

### **Assumption of Risk, Waiver of Liability, and Indemnification Agreement**

In consideration of the risk of injury while utilizing the gym, participating in, attending, engaging in, or otherwise partaking in any and all activities, events, programs, or any other actions hosted, attended, organized, orchestrated, or facilitated by the gym or otherwise participated in through the gym (hereinafter "Activity"), and for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter "I"), knowingly and voluntarily release, waive, and discharge, through this Agreement, any and all rights, claims, or causes of action, of any kind whatsoever arising out of my participation in the Activity, including, but not limited to physical or psychological injury, personal injury, illness, paralysis, death, damages, economical or emotional loss, any and all real or personal property damage associated with participation in the Activity.

I do hereby release and forever discharge any individual, group of individuals, or entity involved in the Activity, including, but not limited to the gym and any of their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (hereinafter "Service Providers").

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with participating in the Activity, which may include, but are not limited to, damage to my real or personal property, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss and death. I understand that these injuries or outcomes may arise from my own or other's Negligence, conditions related to travel, or the condition of the Activity locations. Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity.

I agree to indemnify and hold harmless Service Providers against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or anyone else acting on my behalf. If Service Providers incur any of these or other types of expenses, I agree to reimburse any such costs.

I acknowledge that Service Providers are not responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Service Providers.

I acknowledge that the Activity may involve a test of a person's physical and mental limits and may carry with it potential for death, serious injury and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the Activity. I acknowledge that I have read the previous paragraphs and know, understand, and appreciate these and other risks that are inherent in the participation of the Activity. I hereby assert that any participation in said Activity is voluntary and knowingly assume all such risks.

I acknowledge that I have carefully read this "Waiver and Release" and fully understand that it is a release of liability. I expressly agree to release and discharge the Service Providers from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Service Providers for any type of damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Service Providers.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

### **Miscellaneous**

#### **General Statement of Program Objectives and Procedures**

I understand that a physical fitness program may include exercises to build the cardiorespiratory system (heart and lungs), the musculoskeletal system (muscle endurance, strength and flexibility), and to improve body composition (decrease of body fat in individuals needing to lose fat, with an increase in muscle and bone). Exercise may include aerobic activities (treadmill walking/running, bicycle riding, rowing machine exercise, group aerobic activity, and other such activities), calisthenics, and weight lifting to improve muscular strength and endurance, and flexibility exercises to improve joint range of motion.

#### **Description of Potential Risks**

I understand that the reaction of the heart, lung, and blood vessel system to such exercise cannot always be predicted with accuracy. I know there is a risk of certain abnormal changes occurring during or during exercise, which may include abnormalities of blood pressure or heart rate, in effect of functioning of the heart, and in rare instances heart attacks. Use of the weight lifting equipment, and engaging in heavy body calisthenics, can lead to musculoskeletal strains, pain, and injury if adequate warm-up, gradual progression, and safety procedures are not followed.

#### **Cleared for Exercise**

Regular physical activity is fun and healthy, and increasingly more people are starting to become more active every day. Becoming more active is very safe for *most* people. However, some people should check with their Doctor before they start becoming much more physically active.

I certify that I am in good physical health and I am able to undertake and engage in the range of physical activities in which I choose to participate at the gym. I assume all responsibility for updating the facility with respect to any changes in my physical or mental condition and for reporting all injuries sustained at the facility to the gym staff. I understand and am aware that strength, flexibility, aerobic and anaerobic exercise, including the use of any equipment, is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment with knowledge of all the dangers involved. I do hereby agree to expressly assume and accept any and all risks of injury or death either accidental or otherwise. This waiver, release and indemnification agreement includes, without limitation, all injuries which may occur as a result of (a) my use of all amenities and equipment in the facility and my participation in any class, activity or personal training, (b) sudden unforeseen malfunctioning of any equipment and (c) my slipping or falling while in the facility, on the facility premises, including adjacent sidewalks and parking areas. I acknowledge that I have carefully read this waiver, release and indemnification agreement and fully understand that it is a full and complete release of all liability.

#### **Duty to Inform of Changes in Health Condition**

I understand that I am required to inform the gym of any material changes in my health condition in the future, including but not limited to, any changes which would cause me to change my responses to the PARQ above.

## Terms

All memberships of the gym are either month-to-month or annual (when paid in full), and payments are due in advance. All memberships paid in full will not be eligible for cancellation or refund. In the event of a move outside of 50 miles or injury that results in disability, cancellation of Electronic Fund Transfer memberships may be considered and would require thirty (30) days written notice, either hand-delivered to the management of Iron Attic, or by electronic means (i.e., email). No other refunds will apply.

## General

This contract represents the complete understanding between you and the gym. No representations, written or oral, other than those contained in this contract 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, e-mail address and/or bank account/credit card information.

## Name or Likeness for Commercial Purposes

The gym is permitted to use my name or likeness for commercial purposes, including, but not limited to the right to use pictures taken of me at the gym for marketing and social media purposes.

## Pronouns and Captions

Any use of the word "I", "me", "my", "you" or other similar pronoun shall be interpreted and interchangeable with "member."

## Please sign for ALL individuals included in this membership agreement:

Member(s) Printed Name(s): \_\_\_\_\_

New Member Signature(s): \_\_\_\_\_  
(If under 18, Parent or Legal Guardian signature is required)

Parent/Legal Guardian Consent: \_\_\_\_\_

Date: \_\_\_\_\_

## Iron Attic, LLC

By: \_\_\_\_\_, Staff Member/Trainer

Date: \_\_\_\_\_