



OFFICE USE ONLY: Enh: _____ Emp: _____
T: _____ R: _____ M: _____

Metro Fitness Membership Agreement

Welcome to The Metro Fitness Club. The owner and employees welcome you and hope that your needs are satisfied with regards to your physical exercise. The following is an agreement entered into on the ____ day of _____, between Metro Fitness Club., its agents, representatives and employees (hereinafter referred to as trainer) and _____ (hereinafter referred to as member).

Name: (1) _____ Phone # (W) _____ (C) _____

Name: (2) _____ Phone # (W) _____ (C) _____

Email Address: (1) _____ D.O.B: (1) _____ M / F

Email Address: (2) _____ D.O.B: (2) _____ M / F

Address: _____ City/St/Zip _____

If billing address differs, please note below.

Emergency Contact: _____ Phone #: _____

Name of Employer: _____ Title: _____

How did you hear about us? _____

Do you utilize: LinkedIn: Y or N Facebook: Y or N Instagram: Y or N

*** Whether or not you use the facilities, you must pay your monthly dues.**

Programs		Personal Training	Metro42	Corporate
Type: BASIC: Single / Family / Youth (14-18yo) / Y.A. (19-26yo) / Senior (65+) / Military		Type:	Season:	Corp Name:
PREMIER				
EAST ONLY INSURANCE: Renew / S&F / Silver Sneakers / Prime				
Monthly Dues: \$		# Sessions Purchased	Deposit: \$	Program Type:
Evaluation/Prescription: \$109	Annual Enhancement Fee: \$39 (April 1)	Total Due Today:		

Personal Training Monthly Payment Plan				
Start Date:	Monthly Plan: 3 / 6 / 12	Sessions/Month: 4 / 8 / 12	Consult: \$49	Total Due Today:

EFT Authorization for Membership Dues:

I authorize Metro Fitness to deduct ("EFT") my monthly membership dues, charges or other money due and owing under this agreement from my Credit Card listed below. The deductions will begin on _____ and continue until buyer provides Metro Fitness Club with a signed termination notice of buyer's intent to cancel EFT method of payment or opts to transfer into a different membership plan.

Signature _____ **Total Amount Due Today:** \$ _____

Credit card #. _____ CVV # _____ Exp. Date _____

Circle Card Type: Visa MC DC Name as it appears on card: _____

Notes: _____

Buyer shall be subject to a **\$20** service charge if payment is not received within 10 days of due date. Buyer shall be obligated for membership regardless of whether he/she uses the club facilities or PT services until such time as buyer has given notice of termination as stipulated above and has paid all full amounts then due and owing Metro Fitness Club. Unless otherwise noted, the commencement date will be the date of execution of this agreement. With prior approval from Metro Fitness your membership may be frozen (maximum of 6 months) for a fee of **\$10/month**.

Notice of Risks/Disclaimer of Liability: The member understands and acknowledges that there are certain risks inherent in any physical activity. Such risks include medical/health and injury risks. By entering into this agreement the member accepts and assumes those risks associated with the physical activity which the member will be participating in. The member also realizes and understands that a trainer is not an insurer of their safety but will do everything within his/her power to formulate a training program to the benefits of the member. The trainer is not and will not be responsible for any injury arising from the use of the programs or facilities provided by the trainer where the risk has been recognized by and acknowledged by the member signing this agreement. **Member Initial (1)** _____ **Member Initial (2)** _____

Personal Training Terms: The trainer agrees to provide the client with one-on-one training, advice and guidance. Trainer allows the use of the facilities herein with certain limitations as is set forth in the guidelines and rules of the facility. A trainer will conduct an initial "evaluation session" but is not an insurer of their safety. However, the trainer will do everything within his/her power to formulate a training program to the benefits of the client. You have facility privileges on the days of your scheduled sessions. Any additional days in the facility, whether to do cardio, take a class or lift weights, require you to pay monthly membership dues. Any additional PT sessions, which are obtained, will be subject to and governed by this written agreement. All PT sessions are non-refundable and non-transferable. Sessions expire one (1) year from purchase or two (2) years with a purchase of 100+ session package. **Member Initial (1)** _____ **Member Initial (2)** _____

Monthly PT Terms: The client agrees to 3, 6, or 12 month option. Once the contract has been fulfilled, it will automatically be renewed and be considered month to month thereafter.

Termination clause: In the event the client is unable to fulfill the initial contract agreement, the client must pay two (2) months of monthly PT charges for early termination. EXCEPTIONS: Moving more than 45 miles or doctor's note stating the client is no longer allowed to participate in physical activity. **Member Initial (1)** _____ **Member Initial (2)** _____

All Personal Training appointments must be canceled 24 hours in advance to avoid being charged for that session.

General Members Only:

This membership entitles you to unlimited use of the facilities, equipment, amenities and classes, exclusive of the personal training studio. The ONLY exceptions are "specialized" classes and/or personal training events.

Short term cancellation clause: General memberships are month to month, HOWEVER, in the event that you decide to terminate your monthly membership within the first 3 months, you will be charged a \$55 cancellation fee.

All Club Members:

All members and training clients, with the exception of students and participating insurance reimbursement membership plans (Silver and Fit, Silver Sneakers, Prime, Renew) will be charged an annual enhancement fee of \$39 deducted on April 1st of each year. Member agrees to this annual charge. **Member Initial** _____

The member by signing this agreement represents and states that the member has fully read the agreement and understands the contents. Furthermore, the member indicates that they have no physical limitations which may prevent or limit training. In order to serve you better the trainer must know of any physical limitations which you may have. Therefore, the member states that he/she has either had a complete physical examination within the last twelve months or will have such a physical examination before using the facilities. Or alternatively, the member will provide to his/her primary care physician a medical release form, available at Metro Fitness, which is to be completed by said physician. This form will allow the release of any information regarding limitations which may prevent and/or limit the member from fully participating in exercise programs.

Model Release: I hereby give permission to Metro Fitness East and Downtown locations to use photos and videos of me for the purposes of advertising and marketing. Such photos and videos could be used, but not limited, to social media, online and websites, digital and traditional advertising, without restrictions and in all other lawful purposes. I understand that I am not entitled to any compensation. I hereby release all forms of claims and liabilities related to my photo usage.

Merger Agreement: This agreement contains the entire understandings of the parties with respect to the subject matter hereof and includes by reference documents herein stated and acknowledged by the client by execution of same. This agreement and document referenced herein may only be changed in writings signed by the parties against whom enforcement is sought.

I hereby release and agree to hold harmless and indemnify Metro Fitness and/or all trainers and/or personnel, to the fullest extent the law allows, from any cause of action, lawsuit in equity or money damages arising out of those risks inherent in the programs and training offered by Metro Fitness and/or its agents, servants, employees or trainers.

Dated: _____

Member Signature: (1) _____ Member Signature: (2) _____

Trainer/Representative: _____

BY SIGNING THIS AGREEMENT, YOU REPRESENT THAT YOU UNDERSTAND THIS AGREEMENT FULLY AND HAVE KNOWINGLY AND VOLUNTARILY ENTERED INTO SAID AGREEMENT WITH NO RESERVATIONS.

Member initial (1) _____ Member initial (2) _____, I have received a copy of my membership agreement and understand the terms, conditions and policies.