



Membership Agreement

9511 PLank Road Clinton, La. 70722

225-244-6298

thegym@hughes.net

www.the-gym.org

Member #: _____ Date: _____

Member's Name: _____ Soc. Sec #: _____

Address: _____ Apt: _____

City: _____ State: _____ Zip: _____

Home Phone: (_____) _____ E-Mail: _____

Work Phone: (_____) _____ Employer: _____ DOB: ____ / ____ / ____

Source: _____ Sex: Male Female

Others to be included on membership:

1. _____ # _____ 2. _____ # _____ 3. _____ # _____ 4. _____ # _____

DOB: _____ Sex: _____ DOB: _____ Sex: _____ DOB: _____ Sex: _____ DOB: _____ Sex: _____

Membership Types

1. Individual 2. Member/Spouse 3. Family 4. Renewal 5. Student 6. Add-on to: _____ 7. Corporate 8. Other

ENROLLMENT FEE: \$ _____ Membership Starts: ____ / ____ / ____
PROCESSING FEE: \$ _____ Membership Ends: ____ / ____ / ____
PRORATED MONTHLY DUES: \$ _____ Initial Monthly Dues: \$ _____
PREPAID AMOUNT: \$ _____ Draft Date: _____
TOTAL DUE TODAY: \$ _____ Monthly Dues Start: ____ / ____ / ____

Notice of dues renewal: This Membership Agreement (this "Agreement") will renew automatically on a month-to-month basis at the end of the initial term referred to above, with monthly dues to be paid in the amount equal to the dues in effect at that date, unless otherwise specified in the Agreement. The GYM reserves the right to change the amount of dues and charges payable hereunder at any time after the end of the initial term referred to above. Member may cancel this Agreement at any time after the initial term referred to below, by written notice to TheGYM complying with the provisions set forth on the reverse side of this Agreement. Cancellation shall be effective on the next monthly dues payment date; provided, that any such notice of cancellation that is not received by TheGYM at least 60 days prior to such next monthly dues, payment shall be effective on the next succeeding monthly dues payment date.

Member Initials: _____

Facility improvement: Each year in October, each member enrolled in a membership having monthly dues or a guaranteed annual renewal fee will be required to pay a \$20.00 facility improvement fee in addition to their monthly dues or guaranteed renewal fee. All proceeds of this fee will go towards new programs, equipment, and facility upgrades in preceding year. Member Initials: _____

Legal Guardian: Any Member who is under the age of 18 must have a parent or legal guardian ("Legal Guardian") co-sign this Agreement. Legal Guardian shall be jointly and severally liable for any and all obligations of such Member hereunder and shall be bound by all terms and conditions of this Agreement.

Name of Legal Guardian: _____ Address: _____

Guaranty: Any guarantor who signs the agreement ("Guarantor") guarantees the full payment of all amounts owed to TheGYM under this Agreement. This is a guaranty of payment and not collection and will be effective without notice of acceptance by the beneficiary hereof. This is a continuing guaranty. TheGYM may extend the time allowed for payment, modify this Agreement and release other parties to this Agreement without affecting the obligation of Guarantor hereunder.

By signing this Agreement, Member acknowledges that (A) This Agreement is a contract that will become legally binding upon its acceptance by TheGYM, (B) Member has examined the gym facilities and accepts them in the present condition, (C) TheGYM makes no representations or warranties to Member, either expressed or implied, except to the extent expressly set forth in this Agreement and (D) The effective date of membership hereunder shall be within six months after the date of Member's signature below. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, written or oral, with respect to such subject matter.

X _____ / ____ / ____ _____ / ____ / ____
Member Signature Date Employee Name Date

X _____ / ____ / ____ X _____ / ____ / ____
Legal Guardian Signature Date Guarantor Signature Date

Payment Information

CHECKING (NOTE: For Checking Account Authorization, Attach A Voided Check) SAVINGS

Bank Name _____ Routing #: _____ Acct. #: _____

MASTERCARD VISA AMERICAN EXPRESS DISCOVER

Account # _____ CVV2 # _____ Expiration Date ____ / ____

I wish to make my payments to The GYM through its Pre-Authorized Payment Program. I hereby authorize my bank or credit card company to make my payment for monthly dues, any unpaid past dues, and any other fees, taxes or charges from the account I used to pay for the Total Due Today or from the account shown above. I agree to pay a fee of \$20.00, and when applicable, late charge as well any other charges allowed by law for any EFT or credit card charge not honored by my bank or credit card company. I understand that I may freeze my membership prior to the completion of the twelve (24) month commitment for a minimum of one (1) month and a maximum of three (3) month with written medical proof of injury, illness or disability. I understand that I will be charged a \$15 per month fee freeze charge. I understand that The GYM may, upon written notice, change the date that my monthly dues are debited from my account.

Signature of Account Holder _____ Date ____ / ____ / ____ Print Name _____



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General: The hours of operation will be set by The GYM and may be changed at any time in its sole discretion. The GYM expressly reserves the right to add to, eliminate, or alter any program, hours of operation, equipment, furniture or fixture when deemed necessary or desirable in its sole discretion. The information on this Agreement is the property of The GYM. Membership does not confer on Member any ownership interest in The GYM or any of its property.

Rules and regulations: Member acknowledges the existence of and the need for rules and regulations governing use of The GYM's equipment and facilities and participation in programs and services (the "Rules and Regulations"). Member acknowledges receipt of a copy of the Rules and Regulations and agrees to comply with the Rules and Regulations as presently in effect or as they may hereafter be modified, amended or supplemented. The GYM reserves the right to modify, amend or supplement the Rules and Regulations from time to time in its sole discretion. The GYM may cancel Member's membership at any time for breach of the Rules and Regulations or generally undesirable behavior, as determined by The GYM in its sole discretion, and Member will not be entitled to a refund of any portion of initiation fees or dues paid to the date of cancellation.

Notice to Customer: Member may cancel this Agreement at any time before midnight of the third "Operating Day" [Operating Day means any calendar day on which Member may inspect and use the facilities and services during a period of at least eight hours, except holidays and Sundays] after receiving a copy of this Agreement. If Member chooses to cancel this Agreement, Member must either 1) send a signed and dated written notice of cancellation by registered or certified mail, return receipt requested; 2) personally deliver a signed and dated written notice of cancellation to The GYM at the address set forth above, Attention: Manager or 3) written notice of cancellation to The GYM sent via email to thegym@hughes.net. Members are responsible for making sure email delivered.

If Member cancels this Agreement within a three-day period, Member is entitled to a full refund of Member's money paid to The GYM. If the third Operating Day falls on a Sunday or holiday, notice is timely given if it is mailed or delivered as specified in this notice on the next Operating Day. Refunds must be made within 30 days of receipt of the cancellation notice.

If Member dies or becomes permanently disabled after the date this Agreement takes effect, Member or Member's estate may cancel this Agreement by notice sent by certified mail, return receipt requested, or personally delivered to The GYM at the address set forth above, Attention: Manager. The facility may require proof of disability or death. Member or Member's estate is entitled to receive a partial refund of the unused membership fee, less reimbursement for expenses incurred by The GYM in an amount not to exceed 10% of the total Agreement price.

Posting of Petitions, Notices, Etc.: The circulating or posting of a petition, notice, circular or statement of any kind is prohibited in or near The GYM's facilities, unless such a document is first submitted and approved by the management of The GYM.

Liability for personal property: The GYM shall not be liable to Member or any of Member's guests or invitees for any personal property that is damaged, lost or stolen while on or around The GYM's premises including, but not limited to, a vehicle or its contents or any property left in a locker. Member shall be liable to The GYM for any damage to The GYM facilities or any equipment, furniture or fixture located thereon caused by Member or any Member's guests or invitees.

Payment default: If Member fails to pay any amount when due under this Agreement. The GYM shall be entitled, at any time in its sole discretion, to suspend or cancel Member's membership and to require Member to immediately pay all past due balances. Suspension or cancellation shall not relieve Member from the obligation to pay any unpaid balances. Any payments owing from Member to The GYM that are not received when due shall bear interest at the highest rate permitted by law. If Member fails to pay any amount due to The GYM when due, Member shall pay all costs and expenses of collection incurred by The GYM, including reasonable attorney's fees and expenses.

Relocation cancellation: In addition to Member's rights set forth under "Notice to Customer" on the reverse side of this Agreement, Member may cancel this Agreement if Member permanently moves his or her principal residence to a location that is more than 30 miles from the location of the facility. Member will need to provide proof of relocation to a new permanent location beyond thirty (30) mile radius, accompanied by a sixty (60) day written notice to The GYM.

Cancellation Procedures: In the event of any such cancellation described in the preceding paragraph, The GYM may retain a prorated share of the Agreement price based upon the date of notice was received plus reimbursement for expenses incurred in an amount not to exceed 10% of the total Agreement price. To effect any such cancellation, Member must deliver written notice to The GYM in accordance with the provisions regarding notices set forth under "Miscellaneous", below. Such notice shall be accompanied by any membership cards or other documents or evidence of membership previously delivered to Member. Cancellation shall be effective and monthly dues payment date (provided, that any such notice of cancellation that is not received by The GYM at least 60 days prior to such next monthly dues payment date shall be effective on next succeeding monthly dues payment date). Member's account must be current and in good standing before The GYM will process any such request to cancel.

No other right to cancel, including for non-use of facilities: This Agreement is not cancelable by Member except as expressly provided above including, without limitation, by reason of Member's failure to utilize the facilities of The GYM.

Health representations and agreements: Member represents and warrants to The GYM that Member is in good physical condition and has no medical reason or impairment that could prevent Member from his or her intended use of The GYM's facilities. Member acknowledges that The GYM has not given Member any medical advice before Member joined The GYM and cannot give Member any such advice after Member joins The GYM, whether related to Member's physical condition and ability to use the facilities and services of The GYM or otherwise. Member acknowledges and agrees that Member will discuss any health or medical concerns with Member's physician or other health professional before using The GYM's facilities.

Waiver of liability; assumption of risk: Member acknowledges that the use of The GYM's facilities, equipment, services and programs involves an inherent risk of personal injury to Member and Member's guests and invitees. Member voluntarily agrees to assume all risks of personal injury to Member, Member's spouse, children, unborn children, other family members, guests or invitees and waives any and all claims or actions that Member may have against The GYM, any of its subsidiaries or other affiliates and any of their respective officers, directors, employees, agents, successors and assigns for any such personal injury (and no such person shall be liable for to Member, Member's spouse, children, unborn children, other family members, guests or invitees for any such personal injury), including, without limitation (i) injuries arising from use of any exercise equipment, machines and tanning booths, (ii) injuries arising from participation in supervised or unsupervised activities and programs in exercise rooms, running tracks, or other areas of The GYM, (iii) injuries or medical disorders resulting from exercising at any The GYM, including heart attacks, strokes, heat stress, sprains, broken bones and torn or damaged muscles, ligaments or tendons and (iv) accidental injuries within any The GYM facilities, including locker rooms, showers and dressing rooms. Member acknowledges that The GYM does not manufacture any of the fitness or other equipment at its facilities and The GYM does not manufacture any vitamins, food products, sports drinks, nutritional supplements or other products sold at its facilities; accordingly, neither The GYM, any of its respective officers, directors, employees, agents, successors or assigns shall be held liable for any such defective equipment or products. Member shall indemnify The GYM, its subsidiaries and other affiliates and each of their respective officers, directors, employees, agents, successors and assigns (an "Indemnified Party") and save and hold each of them harmless against and pay on behalf of or reimburse any such Indemnified Party as and when incurred for any Losses which such Indemnified Party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of any claim that is the subject of the waiver set forth above. The provisions of this paragraph shall survive the termination of this Agreement and Member's membership.

Miscellaneous: (i) This Agreement shall be governed by the laws of the State of Louisiana without regard to principles of conflicts of laws, (ii) this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, (iii) this Agreement and the rights and obligations hereunder shall not be assignable or transferable by Member without the prior written consent of The GYM. Consent may be withheld in The GYM's absolute discretion, (iv) if any term or provisions of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable laws, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable and (v) all notices permitted or required to be given to The GYM hereunder shall be given by personal delivery to the Manager of The GYM or by certified mail, return receipt requested, addressed to The GYM at the address set forth at the beginning of this Agreement, to the attention of the Manager.

Signature of Account Holder _____

Date / / _____