



**LIFE GYM, L.L.C.  
MEMBERSHIP AGREEMENT**

Full Name: \_\_\_\_\_  Male  Female

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_

Alternate Phone: (\_\_\_\_) \_\_\_\_\_ Email Address: \_\_\_\_\_

The undersigned ("Member"), desires to become a member of **Life Gym, L.L.C. ("Life Gym")**, and agrees to the following terms and conditions:

**1. PARQ:** Member represents and warrants that all facts stated in the Physical Readiness Questionnaire (PARQ) submitted by Member are true and correct. the PARQ is incorporated herein by reference and made a part of this Agreement.

**2. PAYMENT OF MEMBERSHIP FEES.** All payments to **Life Gym** are final and can be made by one of the following options:

**Annual Payment:** Under this option, a payment in the amount of \$\_\_\_\_\_ must accompany the Application.

**Monthly Draft Payment:** Under this option, a payment in the amount of \$\_\_\_\_\_ must accompany the Application.

Should Member select the Monthly Draft Payment option, Member agrees to pay the then-current monthly Membership Fee, plus applicable taxes, each month thereafter through automatic withdrawals from an account maintained by Member in a financial institution, pursuant to a debit authorization form signed by Member. Additionally, Member shall pay with this Agreement, an initiation fee of Thirty Dollars (\$30.00).

**3. TERM.** All memberships of **Life Gym** are either month-to-month or annual (when paid in full), and payments are due in advance. Automatic drafts will not be cancelled without thirty (30) days written notice, either by certified mail, hand-delivery to the management of **Life Gym**, or by electronic means (*i.e.*, email). No refunds will apply.

**4. DEFAULT/REMEDIES.** Any monthly payment received more than ten (10) days after the due date shall be subject to a late charge of ten percent (10%) of the amount due or Twenty Dollars (\$20.00), whichever is greater.

**5. MEMBERSHIP ACCESS.** Member will be issued an access code, which will entitle Member to enter the premises and enjoy the use and benefit of the facilities of **Life Gym** (collectively, the "Facility"). Member agrees not to allow any other person(s) access to the Facility using Member's access code, and Member will not allow anyone to enter the Facility along with Member. Member agrees to safeguard the identity of the access code. Should Member violate any conditions of Membership Access, the membership may be revoked with no refund, and criminal prosecution may be applicable.

**6. FACILITY AND HOURS OF OPERATION.** The Facility is an unmanned fitness center and, with the exception of any closures for maintenance or any mandatory shutdowns by property management or any governmental authority, is open twenty-four (24) hours, three hundred sixty-five (365) days a year.

**7. PERSONAL TRAINING.** *Life Gym* offers no personal training. Should Member wish to make arrangements for personal training with one of the other members who is a trainer or an outside trainer, such arrangement shall be solely and exclusively between Member and the trainer. *Life Gym* is not a party to any arrangement between members of *Life Gym* for personal training. *Life Gym* shall not be liable in any way for results or lack of results obtained from any personal training arrangement activities between its members. All releases and waivers of liability as outlined in Section 8 herein apply to any and all fitness activities in which Member engages, regardless of any arrangement between members for personal training. Any introduction(s) by *Life Gym* of a member who is a personal trainer to Member shall not be considered by Member to be an endorsement of the trainer by *Life Gym*. No member of *Life Gym* who is a personal trainer shall represent himself or herself to be an employee or an affiliate of *Life Gym* in any way other than as a member of the Facility. No member may use the *Life Gym* name or logo for any purpose.

**8. RELEASE AND WAIVER OF LIABILITY.** Member recognizes that there are hazards and risks connected with physical fitness training. These risks include, but are not limited to, abnormal blood pressure, fainting, heart disorders and heart attack, dehydration, heat exhaustion, sprains, muscle strain, blisters, stress fracture, shin splints, tendonitis, cartilage tears, bursitis, back pain and bruising of joints. Exercise beyond one's physical limits and/or accidents involving exercise equipment may result in serious injury or even death. Member agrees to defend, indemnify and hold harmless *Life Gym* against any loss, damage or expense incurred by reason of any claim or liability based upon personal injury (including death) or property damage arising out of the negligent or intentional action of Member. Member further agrees to release *Life Gym* and its owners, officer, agents, employees and/or affiliates from any and all liability arising out of injury to Member, and further agrees to defend, indemnify and hold *Life Gym*, its owners, officers, employees and/or affiliates free and harmless from against the same. Member acknowledges that surveillance cameras are in use for the protection of the Facility, its equipment and its members. Member hereby consents to being photographed and/or recorded for such purposes.

**9. RULES AND REGULATIONS.** Member acknowledges that *Life Gym* operates under rules and regulations established for the safety and protection of its members, and agrees to be bound by such rules and regulations, as well by the rules and regulations subsequently approved and posted or otherwise published by *Life Gym*. Such rules and regulations in effect from time to time are incorporated into this Agreement by reference. Facilities, equipment, hours, service, regulations and policies are subject to change from time to time, without prior notice, in the sole discretion of *Life Gym*. Member agrees to accept such reasonable change(s) as a condition of membership. Member additionally recognizes:

- a. Under no circumstances shall Member move exercise equipment or use the equipment in any manner not authorized by *Life Gym*.
- b. All equipment shall be wiped down by Member after each use, with the supplies provided by *Life Gym*.
- c. This membership is for Member, and Member only, and Member will not give access to another individual.
- d. Member will not misuse the equipment.
- e. All members must be at least eighteen (18) years of age, unless otherwise authorized by *Life Gym*.
- f. Members shall conduct themselves in a quiet, well-mannered fashion so as not to cause any disturbance which may interfere with the use and enjoyment of the Facility by any other member. Profanity or indecent language and/or behavior will not be tolerated. Any conduct deemed by *Life Gym*, in its sole discretion, to be offensive, potentially harmful, dangerous or abusive will not be tolerated, and shall be grounds for termination of Member's membership by *Life Gym*.
- g. *Life Gym* shall not be responsible for any lost or stolen items.
- h. Member should not occupy any equipment for an extended period of time. Member should allow others waiting to use such equipment to work into their rotation.

i. The climate of the Facility is controlled by **Life Gym** and is set to provide the optimum exercise environment for the majority of its members. Members shall not change or seek to change any environmental controls and shall never prop open any doors or windows to the Facility for any purpose.

**10. PROHIBITED ACTIVITIES.** Alcohol, drugs (including steroids), and smoking are prohibited within the Facility. Member agrees not to use the Facility or engage in any activity at **Life Gym** while under the influence of drugs, alcohol, or medication that may impair Member's ability to operate the equipment. No weapons of any kind are allowed. No photography, videotaping, filming or audio recording is permitted within the Facility without the express written consent of **Life Gym's** management. **Life Gym** reserves the right, in its sole discretion, to limit the consumption of food or beverages, or to the use of outside equipment within the Facility. Gambling or gaming is prohibited within the Facility or on the premises.

**11. DRESS/TOWEL POLICY.** **Life Gym** requires that members wear appropriate clothing and footwear while in the Facility. Appropriate clothing includes gym shorts, T-shirts, jogging suits, aerobic wear and sweat outfits. Street clothing and jeans are not considered appropriate clothing. Street shoes and black-soled shoes are prohibited within the Facility. Member agrees to have a cloth towel during workouts to protect and clean the equipment after Member's use.

**12. MEMBERSHIP TYPES.** **Life Gym** offers either a *full access* membership (which allow access at all times) or a *limited access* membership (which allows access from 10:00 p.m. to 4:30 a.m. daily).

This Membership Agreement is:  Full Access  Limited Access

**13. COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**14. HEADINGS.** The headings in this Agreement are inserted for convenience only and shall not constitute a part of this Agreement.

**15. BINDING EFFECT.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

**16. ENTIRE AGREEMENT.** This Agreement, including the schedules, lists and other documents referred to in this Agreement which form a part of this Agreement, embody the entire agreement and understanding of the parties with respect to the subject matter contained in this Agreement. There are no restrictions, promises, warranties, covenants or undertakings, other than those set forth or referred to in this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to each subject matter.

**17. GOVERNING LAW.** This Agreement, and all documents mentioned herein by reference, shall be governed by the laws of the State of Oklahoma.

**18. FURTHER ASSURANCES.** The parties agree to execute such further documents as may be necessary, proper or convenient, for the purpose of fully effectuating the terms and conditions of this Agreement.

**19. SUSPENSION AND TERMINATION.** I understand that **Life Gym** may suspend or terminate my membership at any time, in its sole and absolute discretion, for non-payment of Membership Fees or for violation of any of **Life Gym's** policies and procedures, and that in so doing, **Life Gym** assumes no further liability to adhere to the terms of this Agreement.

**20. ACCEPTANCE OF TERMS.** As a Member, I understand that I am entitled to use the Facility within the scope of the membership that I have selected, and that I am obligated to pay my dues and fees regardless of whether or not I use the Facility. I agree to promptly update **Life Gym** of any change in my

contact information (including address, telephone number or email address) or change in credit information.

**I certify that I have read the foregoing Membership Agreement, and that by signing below, I acknowledge that I understand and agree to be bound by all of the terms and conditions hereof. I further acknowledge that a fully executed copy of this Membership Agreement has been provided to me.**

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

\_\_\_\_\_  
Signature of **Life Gym** representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date