

FOCUS FITNESS MEMBERSHIP REGISTRATION AND AGREEMENT FORM

All members under family membership must reside in same household. Family memberships can include 2 adults + children over the age of 14.

	Primary Member	Secondary Member
First/Last Name		
	Birthdate _____ Gender _____ _____/_____/_____ M F	Birthdate _____ Gender _____ _____/_____/_____ M F
Address		
City, State, Zip		
Home Phone		
Cell Phone		
Email Address		

Minor 3	Minor 4	Minor 5
First/Last Name	First/Last Name	First/Last Name
Birthdate _____ Gender _____ _____/_____/_____ M F	Birthdate _____ Gender _____ _____/_____/_____ M F	Birthdate _____ Gender _____ _____/_____/_____ M F
Cell _____	Cell _____	Cell _____
Email _____	Email _____	Email _____

WAIVER: THE MEMBER(S) ACKNOWLEDGES AND ACCEPTS THE RISKS INHERENT IN THE USE OF THE FITNESS CENTER. THE MEMBER(S) HEREBY VOLUNTARILY ASSUMES THE RISK OF INJURY, ACCIDENT, DEATH, LOSS, COST, OR DAMAGE TO HIS OR HER PERSON OR PROPERTY WHICH MIGHT ARISE FROM THE USE OF THE FITNESS CENTER. THE MEMBER(S), HIS OR HER HEIRS, EXECUTORS, REPRESENTATIVE, OR ASSIGNS, HEREBY RELEASE MEMORIAL HOSPITAL FROM ALL CLAIMS OR LIABILITIES FOR PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND SUSTAINED BY THE MEMBER WHILE ON THE FITNESS CENTER PREMISES, INCLUDING THE PARKING AREA. BINDING

CONTRACT: This agreement represents the complete understanding between the member(s) and the Fitness Center unless modified in writing by the parties. No representations, written or oral, other than those contained within this agreement are authorized by or binding upon the Fitness Center. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, then such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect. Memberships are **NOT TRANSFERABLE**. By registering for, participating in or attending Fitness Center programs, events, or other activities, the participant (or parent/guardian of a minor participant) irrevocably agrees to the use and distribution by the Fitness Center of his or her image (or of his minor child/ward) in photographs, video recordings, and any other electronic reproductions of such programs, events and activities for any purpose without inspection or approval and without compensation, rights to royalties, or any other consideration now and in the future.

ACKNOWLEDGEMENT OF RECEIPT & ACCEPTANCE: I, We, have read the above terms and have read the ADDITIONAL MEMBERSHIP AGREEMENT TERMS set forth below, and I accept all of these terms and conditions, as evidenced by my signature.

Member Name (printed) _____ Member Signature _____

Desk Attendant Signature _____ Date _____

Emergency Contact Information	
First/Last Name:	Cell Phone:
Relationship:	Home Phone:

BRING THIS COMPLETED APPLICATION, \$10 REGISTRATION FEE AND PAYMENT TO:

FOCUS Fitness, 103 Randolph St., Carthage, IL 62321.

For additional information, call 217-357-2739

ADDITIONAL MEMBERSHIP AGREEMENT TERMS

1. **MEMBER'S HEALTH WARRANTY.** Member warrants and represents that member has no disability, impairment, or ailment preventing him/her from engaging in active or passive exercise that will be detrimental or harmful to his/her health, safety, or physical condition if he/she does so engage or participate. This representation is made by member knowing that management will rely upon the same in respect to the issuance of this Membership and Certificate and continuation of the same.
2. **EXERCISES.** All exercises, including the use of weights, number of repetitions, and use of any and all machines, equipment, and apparatus designed for exercising shall be at the member's sole risk. Notwithstanding any consultation on exercise programs which may be provided by Fitness Center employees, it is hereby understood that the selection of exercise programs, methods, and types of equipment shall be entirely member's responsibility, and Fitness Center shall not be liable to member for any claims, demands, injuries, damages, or actions arising due to injury to member's person or property arising out of or in connection with the use by members of the services and facilities of Fitness Center or the premises where the same is located and member hereby holds Fitness Center, its employees and agents harmless from all claims which may be brought against them by member or on member's behalf for any such injuries or claims aforesaid.
3. **MEMBER'S INDEMNITY AGREEMENT.** Member assumes full responsibility for any person who becomes a member under this contract and shall indemnify Fitness Center, its affiliates, agents, and employees against any and all liability incurred by them to such member who does not become a signatory.
4. **RULES, REGULATIONS, AND SCHEDULES.** Member agrees to abide by all the membership rules of Fitness Center which may be posted in writing or issued orally; and which may be amended from time-to-time at the Fitness Center's sole discretion.
5. **GUEST POLICY.** Member warrants that no guest will accompany any member and understands access to fitness center is for members only.
6. **SUSPENSION OF MEMBERSHIP.** Management has the right to suspend and/or terminate any membership for non-payment of dues, program fees, or for behavior harmful to the enjoyment of the Fitness Center by other members (requiring payment of reinstatement fee for reinstatement.)
7. **RIGHT TO TERMINATION AND CANCELLATION.** Membership agreement may not be terminated other than (a) if a member dies, his/her estate shall be relieved of any further obligation for payments under the contract not then due and owing, (c) if services cease to be offered as stated in this contract, (d) with 30 day notice prior to member renewal date. Memberships run continuously, and no temporary suspension or transfer is allowed because of travel schedules, or personal needs (exceptions will be made under some circumstances with prior notice, in the discretion of Fitness Center.)
8. **LAPSE OF MEMBERSHIP.** A membership shall be deemed to be lapsed on the day following their renewal date for those on full payment plan. Access code to the fitness center will be disabled. Lapsed Memberships shall not carry any residual privileges, and member shall be required to re-apply.
9. **MEMBER'S OBLIGATIONS.** Except upon proper expressed cancellation and transfer rights, member shall not be relieved of his/her obligations to make payment agreed to, and no deduction or allowance from any said payments shall be made, by reason at member's failure to attend or use the center's facilities. (Member dues compensate the center for a period of time when the member is eligible to use facilities and is no way related to actual usage of the center.)

10. DISHONORED CHECK OR BANK DRAFT. If any check or draft payable to Fitness Center is not honored, in addition to the other rights it may have, then Fitness Center shall have the rights to: (a) Assess a service charge for each check or draft so dishonored to reimburse for the costs of collection. (b) Collect the current and past-due balance in any subsequent month. (c) Terminate this contract and collect the entire balance due for the remainder of the membership year.
11. ENTIRE AGREEMENT. This contract constitutes the entire agreement between the parties. Any promises, representation, understanding and/or agreement pertaining directly or indirectly to the contract which are not contained herein are hereby waived. Subject to the Fitness Center's right to change the rules from time-to-time, this contract may be modified only by an instrument in writing. Employees are not authorized to make any independent agreement with any patron that is not the center's general policy.
12. MEMBERSHIP FEES. All balances are to be paid in full or set up a debit arrangement with Fitness Center.
13. INTERRUPTION OF SERVICE. In case of long term interruption of all services provided (example: fire or other disaster), Fitness Center reserves the right to freeze memberships and add the lost time once services resume. In the event of a temporary disruption in service, the member will not receive a refund or extension of membership time lost.
14. VALUABLES AND PERSONAL PROPERTY. **Members are urged not bring valuables onto Fitness Center premises. Fitness Center and its employees or representatives shall not be liable for the loss, theft of, or damage to the personal property of members.**
15. CHANGE OF ADDRESS. All members must notify Fitness Center in writing of any address or name changes.
16. ACCESS. Access to the Fitness Center will be cancelled at any time due to lack of payment of membership dues. Once payment is made, then access will be reactivated.
17. MEMBERS AGE 14-17. Shall use the facility only between the hours of 6am – 9pm without the supervision of an adult. At all other times, children under the age of 18 must be accompanied by an adult while on Fitness Center premises.
18. PARENTS. If they have children age 18 and under are responsible for the safety and wellbeing of their minor children. Parents should ensure that children age 18 and under are supervised at times other than 6am-9pm, while on fitness center premises.
19. SECURITY CAMERAS. Members acknowledge that Fitness Center is monitored by security cameras at all times.
20. FITNESS CENTER. Reference in the application shall mean Memorial Hospital and relate to fitness facility located at 103 Randolph Street, Carthage, Illinois.