

Membership Agreement

VITAL FITNESS

1116 Sixth St, PO Box 737, - Howard Lake, MN 55349

Telephone (320)543-3311

Dated: _____

The undersigned person hereby purchases a club membership from Vital Fitness, on the terms and conditions set forth below and according to the rules and regulations on the back which are a part hereof, and promises to pay for such membership in accordance with the terms set forth in the statement of disclosure. Hours and regulations will be posted at the club and may be subject to change without notice.

This membership is not negotiable, transferable or cancelable except as otherwise provided herein. Use of the clubs facilities shall be undertaken at members' sole risk and the club shall not be liable for any damages to person or property arising out of use of any gym's facilities.

You have the right to cancel this agreement any time prior to midnight of the third business day of Vital Fitness after the date of this agreement, excluding Sundays and Holidays. To cancel this agreement, mail or deliver a signed and dated notice, or send a telegram which states that you, the buyer, are canceling this agreement. Such notice shall be sent to:

Vital Fitness, 1116 Sixth St., PO Box 737, Howard Lake, MN 55349

STATEMENT OF DISCLOSURE

Length of Membership: 1 Month 3 Month 6 Month 12 Month 18 Month (Requires Direct Deposit Authorization)

Your membership begins on: / / and expires on: / /

- 1. Cash Price & Tax \$
2. Service Charge/Joiners Fee \$
3. Less: Cash Down Payment \$
4. Unpaid Balance of Cash Price \$
5. Remaining Payments \$

- 6. If Member moves before membership expires, cost is prorated at 3 month rate.
7. If payment is more than 45 days past due, account is considered delinquent and is due in full.

NOTICE TO BUYER

- (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in.
(2) You are entitled to a completely filled-in copy of this agreement.
Member acknowledges that he/she has received a filled-in signed copy of this agreement, and of each other document which he/she has signed.

Buyer: _____ / / - -
First Middle initial Last Birth Date Social Security #

Address: _____
Mailing Address City State Zip

Home Phone: () - Work Phone: () -

Emergency Contact:: _____ Phone: () -
First Middle initial Last

Additional Member: _____ / /
First Middle initial Last Birth Date

Additional Member: _____ / /
First Middle initial Last Birth Date

Buyer SIGNATURE: _____ Additional Member SIGNATURE: _____

Additional Member SIGNATURE: _____ Additional Member SIGNATURE: _____

Club Representative: _____

RULES AND REGULATIONS

SIGNING IN: ALL members are required to sign in upon entering the club.

GUEST PRIVILEGES: Members may bring their friends or relatives for guest visits which shall include use of all club facilities. Members may bring as many guests as they like at a \$7.00 charge for each guest visit. Each guest is limited to 4 visits each year. Guest charges are subject to change.

LOST, STOLEN, OR DAMAGED ARTICLES: The club and/or its employees or agents are not responsible for lost, stolen or damaged articles.

PHYSICAL CONDITION: Member warrants that he/she is in good physical condition and has no physical impairment or disability prevention him/her from engaging in the physical conditioning offered by the club, and that he/she has no condition which could be aggravated or worsened by use of club facilities; further, member warrants that should he/she develop a health condition which could be aggravated by use of club facilities, that he/she will immediately notify club management in writing of such condition; member recognizes that the club, its management and its employees nor agents have made or have authority to make claims as to medical results or suggestions as to medical treatment.

DISABILITY: Should member die, or become permanently disabled, member shall be entitled to a refund for any monies applicable to services not received prior to death or disability. Member agrees that in the even he/she claims disability, he/she shall submit a physician's report of his/her physician's report of his/her physical condition to the physicians and attorneys of Vital Fitness, and hereby consents to submit copies of all his/her physician's records including, but not limited to medial history, test results, x-rays, examination reports and the physician's diagnosis and prognosis within ten (10) days of members claiming disability. Further, member agrees to submit to a medical examination by a physician designated by the Vital Fitness.

MOVING: Should member move further than 30 miles from the club, member shall be entitled to a refund in the amount applicable to services not received. Should member elect to cancel his/her membership due to relocation further than 30 miles from the club, a cancellation fee of \$60.00 shall be charged.

MEMBERS CONDUCT: Failure of member to observe club standards of deportment or member's violation of the posted rules and regulations may result in cancellation of membership privileges at the club's discretion.

GUEST ELIGIBILITY: All guests must be at least 18 years of age.

MEMBERSHIP ELIGIBILITY: Persons at least 16 years of age are eligible for membership. Members under 18 must be accompanied by a parent or legal guardian who is a member

ADDITIONAL RULES AND REGULATIONS: Additional rules and regulations may be posted at the club from time to time shall be subject to change without notice.

ACCIDENTS: All exercises and treatments and use of all facilities shall be undertaken by the member at member's sole risk as in hereby agreed. Vital Fitness shall not be liable for any claims, demands, injuries, damages, actions or causes of action whatsoever to member or property arising out of or connected with the use of the Club. And member does hereby expressly forever release and discharge the said Vital Fitness from all such claims, demands, injuries, damages, actions or causes of action, and from all acts of active or passive negligence on the part of the club, its servants, agents or employees.

WARDROBE GUIDELINES: At Vital Fitness we want all of our members to feel comfortable and welcomed while working out. We ask that members wear loose fitting shirts with sleeves and shorts that come at least 2 inches below the gluteus fold.