

MEMBERSHIP AGREEMENT

Bodies In Balance

Last Name: _____ First Name: _____ MI: _____

Address: _____ City: _____ State: _____ Zip: _____

Date of Birth: ____/____/____ Age: _____

Email Address: _____

Home Phone: ____-____-____ Cell: ____-____-____

In case of Emergency Notify: _____ Phone: ____-____-____

Bodies In Balance urges all members to obtain a physical examination from their physician prior to the use of any exercise equipment or participation in any and all exercise programs. In recognition of the possible dangers connected with any physical activity, member hereby knowingly and voluntarily waives all rights or causes of action of any kind arising as a result of such activity. I hereby release Bodies In Balance, its officers, agents, employees, or instructors from any and all liabilities. Member will take full responsibility while at Bodies In Balance Fitness Center. Member agrees to follow all club rules. Bodies In Balance reserves the right to revise the rules from time to time. Violation of these rules may be cause for immediate suspension or cancellation of membership. Memberships must be cancelled in writing with a 30-day written notice. Memberships can be put on hold for up to 90 days per year with a written notice, all pre-paid memberships excluded.

Member's Right to Cancel

If you wish to cancel this contract, you may cancel by delivering or mailing a written notice to the club. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed before midnight of the third business day after you sign this contract. The notice must be delivered or mailed to: Bodies In Balance, 1451 Highway 2 Two Harbors, MN 55616. If you cancel, the club will return, within ten days of the date on which you give notice of cancellation, any payments you have made.

Member Signature _____ Date ____/____/____

Guardian Signature (if under 18) _____ Date ____/____/____

OFFICE USE ONLY

Membership Sign Up Fee (Includes 24/7 Access Card) \$40.00 (+tax \$43.35)

SINGLE MEMBERSHIP

- ____ Monthly Automatic Withdrawal: \$40.00 (43.35 after tax)
- ____ 1 Month Membership: \$40.00 (+tax 43.35)
- ____ 3 Months Membership: \$120.00 (+tax 130.05)
- ____ 6 Months Membership: \$240.00 (+tax 260.10)
- ____ 12 Months Membership: \$480.00 (+tax 520.20)
- ____ Student Rate w/ Parent Membership: \$15.00 (+tax 16.25)

MEMBERSHIP OPTIONS

- ____ Day Pass: \$10.00 (+tax 10.83)
- ____ Week Pass: \$25.00 (+tax 27.09)
- ____ 10 Punch Card: \$70.00 (+tax 75.86)
(expires 60 days from purchase)
- ____ Access Card: \$30.00 (+tax 32.51)
- ____ Senior Membership (55+) \$30.00 (+tax 32.51)

COUPLES MEMBERSHIP (Second access card FREE)

- ____ 1 Month Membership: \$75.00 (+tax 81.28)
- ____ 12 Months Membership: \$840.00 (+tax 910.35)

Card Number: _____

Office/Gym Tech Initials: _____

____ ACH

____ Blue Cross Blue Shield

____ Health Partners

1. In consideration of gaining membership or being allowed to participate in the activities and programs of Bodies In Balance and to use the facilities, equipment and machinery in addition to the payment of any fee or charge, I do hereby waive, release and forever discharge Bodies In Balance and its officers, agents, employees, representatives, medical director, executors and all others from any and all responsibilities or liability for injuries or damage resulting from my participation in any activities at said facility. I do hereby release all of those mentioned and any other acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or other acting on their behalf or any way arising out of or connected with my participation in any activities or exercising or the use of any equipment at Bodies In Balance Physical Therapy and Fitness.
([redacted] Please initial)
2. I understand and am aware that strength, flexibility, and aerobic exercise, including the use of equipment, are potentially hazardous activities. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.
([redacted] Please initial)
3. I understand that if I choose to bring friends with me to use the gym after hours I will be charged a full months membership for every guest.
([redacted] Please initial)
4. I understand that Bodies In Balance has a video monitoring system that is motion activated. All security information can be used for prosecution should that need arise.
([redacted] Please initial)
5. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities and program of Bodies In Balance or the use of equipment or machinery expect as hereinafter stated. I do hereby acknowledge that I have been informed of the need for a physician’s approval for my participation in exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, use of exercise and training equipment so that I might have recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given a physician’s permission to participate, or that I have decided to participate in activity and or use of equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities.
([redacted] Please initial)
6. ACH ONLY: I understand that I am signing a contract that obligates me to membership at Bodies In Balance Fitness Center. I am signing a contract with Bodies In Balance with the understanding that BIB will withdraw money from my account listed in my membership agreement. I also understand that if I would like to cancel my membership, I need to give a 30 day written cancellation to BIB. Bodies In Balance will continue to charge my debit/credit/or checking account until I have given a 30 day notice.
([redacted] Please initial)

Member Signature: [redacted] Date: [redacted]

Guardian Signature (if under 18): _____ Date: _____

If you are planning to become much more physically active than you are now, start by answering the seven questions in the box below. If you are between the ages of 16 and 69, the PAR-Q will tell you if you should check with your doctor before you start. If you are over 69 years of age and you are not used to being physically active, check with your doctor.

Common sense is your best guide when you answer these questions. Please read the questions carefully and answer each one honestly.

- Y N 1. Has your doctor ever said you have a heart condition and that you should only do physical activity recommended by a doctor?
- Y N 2. Do you feel pain in your chest when you do physical activity?
- Y N 3. In the past month, have you had chest pain when you were not doing physical activity?
- Y N 4. Do you lose your balance because of dizziness or do you ever lose consciousness?
- Y N 5. Do you have a bone or joint problem that could be made worse by a change in your physical activity?
- Y N 6. Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure or heart condition?
- Y N 7. Do you know of any other reason why you should not do physical activity?

Delay becoming much more active if:

- You are not feeling well because of a temporary illness such as a cold or fever – wait until you feel better, or
- If you are or may be pregnant – talk to your doctor before you start becoming much more active.

If you answered YES to one or more questions:
 Talk to your doctor by phone or in person BEFORE you start becoming much more physically active or BEFORE you have a fitness appraisal. Tell your doctor about the PAR-Q and which questions you answered YES.

- You may be able to do any activity you want as long as you start slowly and build up gradually. You may need to restrict your activities to those which are safe for you. Talk with your doctor about the kinds of activities you wish to participate in and follow his/her advice.

If you answered No to all questions:
 If you answered NO honestly to all PAR-Q questions, you can be reasonably sure that you can:

- Start becoming much more physically active – begin slowly and build up gradually. This is the safest and easiest way to go.

Please Note: If your health changes so that you then answer YES to any of the above questions, tell your fitness or health professional. Ask whether you should change your physical activity plan.

Name (please print): _____ Date: _____

Member Signature: _____

Guardian Signature (if under 18): _____

Policies and ProceduresPolicy Statement

It is the policy of Bodies in Balance to promote health and wellness while encouraging members to engage in safe conduct while participating in Bodies in Balance activities, events and while utilizing the facility accordingly, in addition encouraging members to use good judgment. Bodies in Balance has adopted this policy and authorized the fitness center to approve the rules designed to encourage safe behavior in the part of current members at the fitness center.

Application of Policy

This policy applies to all fitness center members. Purposes of this policy, an activity or event is organized and sponsored by Bodies in Balance when it has been planned, funded and properly approved by the gym manager.

General Procedures and Responsibilities

Any personal training performed in the fitness center must only be instructed by an approved personal trainer. Any paid personal training performed within the facility by someone other than a Bodies in Balance employee is strictly prohibited. Children under the age of 16 are not permitted to utilize fitness equipment, group exercise classes or observe recreational activities within the fitness center unless accompanied by a parent or guardian. Smoking, use of tobacco products or alcoholic beverages are not allowed in any recreational facility. Food or drinks are not allowed in the fitness center area, water bottles are permitted. Proper footwear is required. No animals other than those assisting the disable are allowed in the fitness center.

Facility Usage

Members must purchase a badge at the time of purchasing a membership. Members and guests are required to follow all posted rules. Guests of a member may use the facilities by obtaining a guest pass.

Weight Room

Use of the weight room is limited to those over the age of 16, if under the age of 16 you must be accompanied by a parent or guardian. Athletic attire must be worn at all times (shirts, pants and shoes.) Athletic shoes that cover and protect your feet must be worn. No sandals. Keep walkways clear. Bags should be kept in designated locker areas. Collars are mandatory in the free weight area at all times. Spotters are recommended. Re-rack weights and replace equipment when finished. Please do not drop weights or dumbbells. Thirty minute time limit on all cardio machines is strictly enforced when people are waiting. All equipment must remain inside the facility. In case of an emergency please contact the fitness center staff. Only approved personal trainers employed by the fitness center can provide personal training in the fitness center.

Group Exercise Classes

Under no circumstances may a group of more than two (2) participants utilize a workout video in the fitness center as it violates the copyright infringement of the video being used.

Standards of Conduct

Participation in Bodies in Balance facilities and programming is a privilege. All members and guests who participate in Bodies in Balance programming or use recreational facilities are expected to:

- Treat the fitness center staff and facilities with respect and respond appropriately to all reasonable staff requests.
- Act with character and courtesy while respecting the rights, welfare and dignity of all others in the fitness center.
- Abide by all relevant policies of the Bodies in Balance, the general facility rules of the fitness center and all relevant state and federal laws.
- Act in a safe, responsible manner in regards to themselves and others in the fitness center.

Bodies in Balance maintains the authority to revoke a member's privileges temporarily or permanently for violating these standards of conduct or fitness center facility rules, or for violating any Bodies in Balance policy or state or federal law.

Members may be subject to temporary or permanent loss of membership privileges for the following misconduct:

1. Physical or verbal abuse, threats, intimidation, harassment, hazing, coercion and/or conduct which threatens or endangers the health or safety of any person.
2. Unauthorized use or sharing of fitness center identification cards, including forgery or alteration of a membership card or granting unauthorized use or misuse of any Bodies in Balance document, record, key, electronic device or identification.
3. Unauthorized entry including entry prior to payment of Bodies in Balance membership dues.
4. Disorderly or lewd conduct including disorder associated with alcohol or a controlled substance.
5. Recording images either by photograph, video or digitally without knowledge of the individual being recorded and without prior approval from Bodies in Balance.
6. Unauthorized commercial activity or use of facility for personal or monetary gain, including posting, advertising, instructing by private sessions, or soliciting individuals in the fitness center for personal services, businesses or agencies.
7. Use of alcoholic beverages. Members demonstrating signs of intoxication will be denied access to the fitness center or asked to leave immediately.

Individuals engaged in the following conduct will immediately be reported to the police and will be subject to permanent loss of membership privileges. Additional sanctions from Bodies in Balance may also apply:

1. Vandalism: Damage to or destruction of any property of Bodies in Balance of others while on Bodies in Balance premises.
2. Assault: Rape, sexual assault or sexual harassment.
3. Theft: removal of or conversion of Bodies in Balance property or property of others while on Bodies in Balance premises.
4. Possession of firearms, explosive devices or other deadly weapons when on Bodies in Balance premises.
5. Possession of drugs or other controlled substances prohibited by state and federal law.

Member Signature: _____ **Date:** _____

Guardian Signature (if under 18): _____ **Date:** _____