

MEMBERSHIP AGREEMENT

This Membership Agreement (the “**Agreement**”) is made between 180 Fitness, Inc. (the “**Club**”), a Massachusetts Corporation, and the undersigned member (the “**Member**”). This Agreement is made because Member wishes to receive and the Club wishes to provide personal training services in the form of Training Sessions, defined herein, and health club services at the Club’s facility, which facility is located at [ADDRESS] (the “**Facility**” or “**Facilities**”).

In this Agreement, the terms “**you**” and “**your**” refer to the Member. A “**Training Session**” is a time period in which a personal trainer provides instruction to a Member based on a tailored exercise program, which is designed for that Member and takes into account that Member’s fitness objectives, level, and experience. A Training Session may include exercise counseling, instruction in the proper use of equipment and technique, and dietary suggestions.

I. BASIC MEMBERSHIP INFORMATION

1. Contact Information

Name: _____	Phone: _____
Address: _____	Email: _____
_____	Date of Birth: _____
EMERGENCY CONTACT:	
_____ / _____ / _____	
Name	Relationship
	Phone Number(s)

2. Membership, Term, and Payment.

a. Membership. Your Membership entitles you to use the Facility until your Membership Expiration Date, below, and is created when you execute this Agreement, including fulfilling all Membership Qualifications according to Article II, below, and pay your Fee, defined below.

b. Fee. Your Fee includes your initial fee (“**Initial Fee**”), and a fee based on the length of your membership (“**Membership Fee**”). Your Initial Fee is due upon execution of this Agreement. Your Membership Fee may be paid in one (1) lump sum, or in equal monthly installments.

$$\$ \frac{\quad}{\text{Initial fee}} + \$ \frac{\quad}{\text{Membership Fee}} = \$ \frac{\quad}{\text{TOTAL DUE (Fee)}}$$

You opt to pay the Membership Fee in one lump sum () equal monthly installments.

circle one

If you decide to pay in equal monthly installments, your payment is due on the first day of the month.

Membership Start Date: ___/___/___ Membership Expiration Date: ___/___/___

[c. Billing Authorization – automatic withdrawals?]

[d. Membership Freeze. You may put your Membership on hold for any reason for one or more whole months, for a minimum of one (1) month up to a maximum of twelve (12) months (a “Freeze”). A Freeze is effective only upon advance written notice to the Club, sent to the address as set forth in this Agreement, which notification shall include the period of time to which you request the Freeze apply. In no instance shall a Freeze apply retroactively. During a Freeze, you may not use the Facility or engage in a Training Session. If you pay your Membership Fee in equal monthly installments, you will not be billed during your Freeze; payments shall resume upon the expiration of your Freeze. Your Membership Expiration Date will be extended by the amount of time of your Freeze.]

3. Closings. From time to time, the Facility may partially or fully close and be unavailable for use for reasons including, but not limited to, renovation, repair, special events, or holidays. The Club will make every effort to minimize disruption to members during these periods. Hours of operation will be displayed in the Facility and may be modified from time to time.

II. MEMBERSHIP QUALIFICATIONS

1. All of the Required Forms must be completed and submitted to the Club prior to the use of any Facility or commencement of a Training Session. The Required Forms include (i) this Agreement; (ii) the Member/Trainer Agreement (if applicable); (iii) the [Health History Form]; and (iv) the Informed Consent and Acknowledgment of Risk. Required Forms are subject to change.

2. You attest that you are at least eighteen (18) years of age. **Initial** _____

III. MEMBER RESPONSIBILITIES

1. Safe use of Facility and equipment. You agree to abide by all policies, guidelines, rules, and regulations (together, the “**Club Rules**”) for safe use of the Facility and equipment, including following any verbal or written instructions provided by your personal trainer, and not endangering any other member. The Club Rules are subject to change.

You agree to seek instruction from your personal trainer or other Club personnel in the use of all equipment, including, but not limited to, fitness machines, free-weights, and cardio-aerobic equipment, prior to use.

You acknowledge and agree that (i) there are risks associated with any strenuous athletic or physical activity, the use of exercise equipment, and participation in an exercise program; (ii) use of the Facility and exercise equipment is undertaken by you voluntarily; and (iii) such use may include the risk of serious bodily injury or death. Initial ____

2. Physician Consent. You agree that, prior to undertaking any physical activity at the Club, including but not limited to Training Sessions, you will advise your physician of the details of the activities in which you plan to participate and will obtain your physician's consent to or approval of those plans.

3. Representation of level of health and fitness. You represent to the Club that you are in good health and have no disability, impairment, injury, disease, or ailment that prevents you from engaging in active or passive exercise or which would cause an increased risk of injury or adverse health consequences as a result of such exercise.

4. The Club will not provide medical treatment. You understand and acknowledge that neither the Club nor the personal trainers nor other Club personnel have expertise in diagnosing, examining, or treating any medical condition. In the event you experience any illness, injury, discomfort, impairment, or other health problem (together referred to as a "**Health Problem**") prior to or during a Training Session or your use of the Facility, you agree to (i) **immediately inform your personal trainer or Club personnel of such Health Problem**, and (ii) consult your physician and reconfirm your physician's consent to or approval of your continued participation in activities at or with the Club.

Notwithstanding the foregoing in this Section 4, the Club shall have at the Facility at least one (1) AED, as defined in Massachusetts General Laws, chapter 112, section 12V 1/2, and shall have in attendance during staffed business hours at least one (1) employee or authorized volunteer as an AED provider, as defined in Massachusetts General Laws, chapter 112, section 12V 1/2.

5. You agree that while you are using the Facility or participating in a Training Session to refrain from the use and that you will not be under the influence of any (i) medication that may impair your physical or mental capabilities, (ii) alcohol, or (iii) drugs. You acknowledge and agree that such use or influence may increase the risk of serious bodily injury or death to yourself or others.

6. The Club urges you to not bring any valuables in the Facility. You agree that the Club will not be liable for the loss or theft of, or damage to, your personal property.

IV. RIGHTS TO CANCELLATION

1. MEMBER'S RIGHT TO CANCELLATION. YOU MAY CANCEL THIS AGREEMENT WITHOUT ANY PENALTY OR FURTHER OBLIGATION BY CAUSING A WRITTEN NOTICE OF YOUR CANCELLATION TO BE DELIVERED IN PERSON OR POSTMARKED BY CERTIFIED OR REGISTERED UNITED STATES MAIL WITHIN THREE (3) BUSINESS DAYS OF THE DATE OF THIS AGREEMENT OR THE DATE OF YOUR RECEIPT TO THE ADDRESS SPECIFIED IN THIS AGREEMENT.

Your notice of cancellation shall be accompanied by the Required Forms, including this Agreement, your membership card, and any other documents or evidence of membership previously delivered to you.

In the event of your cancellation of this Agreement in the manner specified by this Section 1, the Club shall refund all money paid by you to the Club, pursuant to this Agreement, within fifteen (15) business days of receipt of your notice of cancellation.

2. ADDITIONAL RIGHTS TO CANCELLATION

You or your estate may also cancel this Agreement for any of the following reasons:

(i) if upon a doctor's order, you cannot physically or medically receive the services because of significant physical or medical disability for a period in excess of three months;

(ii) in case of your death;

(iii) if the health club services to be provided under this Agreement are not available because the Club fails to open a planned health club or location, permanently discontinues operation of a health club or location, or substantially changes the operation of a health club or location; or

(iv) if you move either your residence or your place of employment more than twenty-five (25) miles from any health club operated by the Club or a substantially similar health club which will accept the obligation of the Club under this Agreement.

In the event of the cancellation of this Agreement in the manner specified by this Section 2, the Club shall refund all money paid by you to the Club, pursuant to this Agreement, within fifteen (15) business days of receipt of your notice of cancellation, except that the Club may retain the portion of the Membership Fee representing the amount of time that the health club services or Facilities were used by you prior to cancellation; and provided, further, that the Club may demand the reasonable cost of goods and services which you have consumed or wish to retain after cancellation of this Agreement. In no instance shall the Club demand more than the Fee from you. If the Club has executed any credit or loan agreement to pay for all or part of the Fee for health club services, any such negotiable instrument executed by you shall also be returned and terminated within fifteen days. You shall no longer be liable for any obligation under such credit or loan agreement.

3. The Club reserves the right to cancel this Agreement and terminate your Membership or other privileges granted by this Agreement in the event of a Member Default. A Member Default includes (i) your failure to comply with any of the Club Rules; (ii) intentional or negligent misrepresentation of information contained in this Agreement, or; (iii) failure to make timely payment of your obligations under this Agreement. A terminated Member shall remain fully liable to the Club for all Fees and any other expenses payable to the Club.

V. MISCELLANEOUS

1. Confidentiality. Information you provide to the Club pursuant to this Agreement, including but not limited to that information provided in the Required Forms (the “**Confidential Information**”), will be treated by the Club and its personnel as confidential, and will not be released or revealed to any person outside of the Club without your express written consent or as required by law. The Club shall employ reasonable and appropriate safeguards to protect your Confidential Information. Notwithstanding the foregoing in this Section 1, you agree that the Club may use or allow such use by another of your Confidential Information in any manner so long as the Confidential Information is not personally identifiable to you.

2. Assignment. You may not assign, resell, or transfer to any other person or entity the rights allowed or obligations required by this Agreement.

3. Waiver. It is understood and agreed that no failure or delay of either party to this Agreement, in exercising any right, power, or privilege provided under this Agreement, shall operate as a waiver, nor shall any single or partial exercise preclude any other or further exercise or the exercise of any right, power, or privilege provided under this Agreement.

4. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

5. Enforcement. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, and the provision held invalid or unenforceable shall be deemed modified so as to give the provision the maximum effect permitted by applicable law.

6. Attorneys’ Fees. In the event either party institutes legal proceedings against the other for breach of or interpretation of this Agreement, the party against whom a judgment is entered will pay all reasonable costs and expenses relative thereto, including reasonable attorneys’ fees of the prevailing party at pre-trial, trial and all appellate levels.

Print Name

Signature

Date