

# The FIRM U

A CLINICAL FITNESS STUDIO

## GYM MEMBERSHIP AGREEMENT

### APPLICANT INFORMATION

Name:

Current address:

Email:

Phone:

Date of birth:

### EMERGENCY CONTACT

Emergency Contact:

Emergency Number:

### HEALTH HISTORY

	YES	NO
<b>RISK FACTORS</b>		
Have any of your parents or siblings had a heart attack, bypass surgery, angioplasty or sudden death prior to the age of 55 (male relative) or 65 (female relative)	<input type="checkbox"/>	<input type="checkbox"/>
Have you smoked cigarettes in the past 6 months?	<input type="checkbox"/>	<input type="checkbox"/>
Do you take blood pressure medication?	<input type="checkbox"/>	<input type="checkbox"/>
Is your usual blood pressure 140/90 or more?	<input type="checkbox"/>	<input type="checkbox"/>
Do you get at least 30 min of moderate physical activity most days of the week?	<input type="checkbox"/>	<input type="checkbox"/>
<b>SYMPTOMS</b>		
Do you ever have pain or discomfort in your chest or surrounding areas (i.e., ischemia)?	<input type="checkbox"/>	<input type="checkbox"/>
Do you ever feel faint or dizzy (other than when sitting up rapidly)?	<input type="checkbox"/>	<input type="checkbox"/>
Do you find it difficult to breathe when you are lying down or sleeping?	<input type="checkbox"/>	<input type="checkbox"/>
Do your ankles ever become swollen (other than after a long period of standing)?	<input type="checkbox"/>	<input type="checkbox"/>
Do you ever have heart palpitations or unusual period of rapid heart rate?	<input type="checkbox"/>	<input type="checkbox"/>
Do you ever experience pain in your legs (i.e. intermittent claudication)?	<input type="checkbox"/>	<input type="checkbox"/>
Has a physician ever said you have a heart murmur?	<input type="checkbox"/>	<input type="checkbox"/>
If you answered YES to the above question, has your doctor said it's safe for you to exercise?	<input type="checkbox"/>	<input type="checkbox"/>
Do you feel unusually fatigued or find it difficult to breath with usual activities?	<input type="checkbox"/>	<input type="checkbox"/>
<b>OTHER</b>		
Do you have any of the following diseases? If yes, please circle those that apply to you: <span style="color: red;">Heart Disease ♦ Peripheral Vascular Disease ♦ Thyroid Disorder ♦ Asthma ♦ Diabetes ♦ COPD (Emphysema, Chronic Bronchitis) ♦ Liver Disease ♦ Renal Disease ♦ Cystic</span>	<input type="checkbox"/>	<input type="checkbox"/>
Do you have any bone or joint problems, such as arthritis or a past injury, that might worsen with exercise?	<input type="checkbox"/>	<input type="checkbox"/>
Do you have a cold, flu or any other infection?	<input type="checkbox"/>	<input type="checkbox"/>
For females: Are you pregnant?	<input type="checkbox"/>	<input type="checkbox"/>
Do you have any other problems that might make it difficult for you to do strenuous exercise?	<input type="checkbox"/>	<input type="checkbox"/>

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## GENERAL TERMS & CONDITIONS

### MEMBERSHIP

All membership fees and schedules are subject to change. Membership fees are payable monthly in advance and can be paid through monthly recurring billing by credit card or direct checking account debit facility (refer to The FIRM U GYM MEMBERSHIP RECURRING PAYMENT AUTHORIZATION form). A late payment/declined payment may result in an additional charge and an immediate suspension of membership.

Gym memberships are monthly-based and are cancellable by providing 30 days' written notice using the GYM MEMBERSHIP CONTRACT & RECURRING BILLING 30-DAY CANCELLATION NOTICE form. The FIRM U is not responsible for timing or late cancellation of direct debit arrangements.

Gym membership is generally not available to children under the age of 18 years unless accompanied by an adult.

All new gym members must participate in one 60-minute mandatory, complimentary personal training session to learn the rules and etiquette of the gym and proper exercise form. This is required to ensure the safety of all members.

I understand that my participation and activity under the Gym Membership at The FIRM U is at my sole risk and responsibility.

### DRESS AND CONDUCT

All members should dress appropriately. This includes the wearing of a shirt and the use of a towel. No open toed shoes, sandals or thongs are allowed.

The FIRM U is committed to the health, safety and welfare of each of its members and staff and will not tolerate unreasonable, threatening, obscene, harassing, indecent or illegal behavior. The FIRM U may, at its discretion, request members and/or their guests to leave the premises. The FIRM U, in addition to its common law rights and remedies, also reserves the right to terminate the membership of any member engaging in unacceptable behavior.

Members are liable for damages to The FIRM U property that results from the willful or negligent conduct of a member, a member's guest or dependent children.

### LOST ARTICLES AND DAMAGE TO MEMBER'S PROPERTY

The FIRM U is not responsible for lost or stolen articles or damage to articles. All articles are stored at member's risk and The FIRM U discourages members from bringing valuable articles to the gym.

### CONSENT AND RELEASE FOR USE OF PHOTOGRAPHIC AND VIDEO IMAGES

All members, unless specifically requesting not to do so in writing, authorize The FIRM U, its directors, employees, contractors or agents, from time to time, without further notice or permission and without payment of any kind to photograph, videotape, and audiotape them for advertising, promotional or instructional purposes.

### RULES AND POLICIES OF THE GYM

All members agree to learn and abide by all the rules and policies set by The FIRM U and that may change from time to time.

## ADDITIONAL DISCLOSURES

The FIRM U is not an 'Open Gym' unlike other traditional gyms. All workouts are either prearranged personal training sessions or class-based at specified times (at additional cost). The FIRM U may set aside times where the Gym operates in an open format for members to familiarize themselves with the gym's equipment, improve exercise technique, or undertake independent unsupervised training.

The FIRM U is committed to training excellence and reserves the right to change operating hours, type and quantity of equipment, the type and frequency of its classes, and fees, from time to time at its sole discretion.

## ELECTRONIC COMMUNICATION

The FIRM U highly values and respects your privacy. We have the option to communicate with you by email and SMS. We will never release or sell your private information.

Consent to contact you by email and /or SMS

Yes / No

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## SIGNATURE

I wish to apply for membership to The FIRM U and agree to the General Terms & Conditions.

Signature of applicant:

Date:

## ACKNOWLEDGEMENT & WAIVER OF RISKS & INJURY

The Fit Effect, L.L.C.; dba The FIRM U and all independent trainers and employees.

And

Participant's Name \_\_\_\_\_

**WARNING - THIS IS AN IMPORTANT DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS.  
READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED THAT YOU UNDERSTAND IT.  
IF YOU HAVE ANY QUESTIONS, PLEASE ASK OUR REPRESENTATIVE.**

### ACKNOWLEDGEMENT OF RISKS, INJURY AND OBLIGATIONS

I ACKNOWLEDGE that I have voluntarily agreed to become a member of The FIRM U and that activity within the facility may be hazardous and that by participating, I am exposed to certain risks.

The activity includes fitness classes incorporating cardio vascular exercise, strength and conditioning training, resistance training, weight lifting, personal training sessions, training activities undertaken both on and off the premises, and other services provided to the participant by The FIRM U.

I ACKNOWLEDGE AND UNDERSTAND that while participating in such activity(ies):

- I may be injured, physically, emotionally or mentally, or may die.
- My personal property may be lost or damaged.
- Other persons participating in such activity may cause me injury or may damage my property.
- I may cause injury to other persons or damage their property.
- The conditions in which the activity is conducted may vary without warning.
- I may be injured or die or suffer damage to my property as a result of negligence or breach of contract by The FIRM U.
- I assume the risk and responsibility for any injury, death or property damage resulting from my participation in the activity.

I FURTHER ACKNOWLEDGE AND UNDERSTAND that while a member:

- I will follow the safety advice, training directions and exercise instructions of The FIRM U trainers, contractors, agents and volunteers.
- If I feel unwell during training or feel pain and/or discomfort, I will cease participating and immediately advise a trainer.
- If, for any reason, I require first aid or medical assistance, I authorize The FIRM U to seek emergency medical assistance on my behalf with the understanding that I am responsible for all costs incurred.

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## RELEASE OF LIABILITY AND INDEMNITY TO THE FIRM U

IN CONSIDERATION of the acceptance of my payment for participating in the activity (and except to the extent that the same may be precluded by Law) I AGREE TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against The FIRM U, its trustees, directors, owners, officers, employees, trainers, contractors, volunteers, and agents, notwithstanding that such claims may arise due to Negligence, breach of contract, or breach of statutory duty.

FURTHER;

I participate in the activity at my sole risk and responsibility.

- I release, indemnify and hold harmless The FIRM U, its trustees, directors, owners, officers, employees, trainers, contractors, volunteers, and agents, from and against all and any actions or claims which may be made by me, or on my behalf by other parties, arising out of any injury, loss, damage or death caused to me or my personal property whether by negligence, breach of contract or in any other way whatsoever.

I ALSO AGREE THAT in the event that I am injured or my personal property is damaged, I will bring no claim, legal or otherwise against The FIRM U in respect of that injury or damage. This agreement shall be effective and binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

## SIGNATURE

**Signature of applicant:**

**Date:**

PARENT /GUARDIAN TO ALSO SIGN WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

I, \_\_\_\_\_, being the parent or guardian of the person named in this acknowledgement and release HEREBY ACKNOWLEDGE AND AGREE:

- I have read the whole of this document and understand it.
- I consent to the person named in this acknowledgement and release participating in the activity.
- I am aware of the risks, dangers and obligations set out above in the acknowledgement and release.

IN CONSIDERATION of the person named in this acknowledgement and release being accepted to participate in the activity, I AGREE TO THE RELEASE AND INDEMNIFY The FIRM U in the same manner and to the same effect and extent as if I were the person first named in the acknowledgement and release and the person participating in the activity.

**Signature of Parent/ Guardian:**

**Date:**