

Ageless, LLC Membership Agreement

THIS MEMBERSHIP AGREEMENT (this "Agreement") is made between Ageless, LLC, an Illinois limited liability company (the "Gym"), and the person signing below ("Member").

PRIMARY MEMBER INFORMATION

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>
Member name	Member home phone	E-mail Address
<hr style="border: none; border-top: 1px solid black; margin-top: 15px;"/>	<hr style="border: none; border-top: 1px solid black; margin-top: 15px;"/>	<hr style="border: none; border-top: 1px solid black; margin-top: 15px;"/>
Member Address	City, state, and zip code	Member birth date

If there are additional members on this account, please fill part B of this form.

MEMBERSHIP OPTIONS – check the appropriate line(s)

Fitness Membership Price: _____ per month Number of Months _____
() Add a second member: \$20.00 Price: _____ per month Number of Months _____

Total: _____ per month

**Fitness membership includes access to the free weights, selectorized machines, abdominal area, treadmills, ellipticals, exercise bikes, and group exercise classes during the membership term described below. Some classes may require an additional fee*

TERM OF MEMBERSHIP. This agreement begins ___/___/___ and Member's membership continues through ___/___/___, which is a _____ month membership. Upon the expiration of the initial term, this Agreement will renew from month to month at the Gym's then current membership prices and subject to all other terms and conditions set forth herein upon the member's agreement to renewal. The Gym reserves the right to adjust membership prices in its sole discretion following the initial term.

PROMISE TO PAY. Member's membership price consists of the amount selected in the "Membership Options" section set forth above. Member hereby promises to pay the Gym the amounts specified above in accordance with the payment schedule selected in the "Membership Option" section set forth above

()Credit/Debit ()Cash ()Check

Part B – Additional Member

SECOND MEMBER INFORMATION

Member name

Member home phone

E-mail Address

Member Address

City, state, and zip code

Member birth date

TERMS AND CONDITIONS

- 1) Definitions. All capitalized terms used herein have the meanings given to them on the front of this Agreement; provided, however, that for purposes of these Terms and Conditions all covenants, representations, warranties, obligations, agreements, understandings and/or acknowledgements herein are made by Member individually and/or by Member on behalf of Member's minor child. As used herein, the phrase "Released Parties" means the Gym, its parents, subsidiaries and affiliates, and its and their officers, directors, members, employees, contractors, representatives, agents, consultants, insurers and underwriters.
- 2) RISK; ASSUMPTION OF RISK. MEMBER FULLY UNDERSTANDS AND ACKNOWLEDGES THAT (I) THERE ARE RISKS AND DANGERS, FORESEEABLE AND UNFORESEEABLE, ASSOCIATED WITH PARTICIPATION IN AEROBICS CLASSES, PERSONAL TRAINING SESSIONS, TANNING, AND OTHER ACTIVITIES, AND USING THE EQUIPMENT, AVAILABLE AT THE GYM, WHICH COULD RESULT IN BODILY INJURY, PARTIAL AND/OR TOTAL DISABILITY, PARALYSIS AND DEATH, (II) THE ECONOMIC AND OTHER LOSSES AND/OR DAMAGES THAT COULD RESULT FROM SUCH RISKS AND DANGERS COULD BE SEVERE, AND (III) SUCH RISKS AND DANGERS MAY BE CAUSED BY THE ACTION, INACTION OR NEGLIGENCE OF MEMBER OR THE RELEASED PARTIES. MEMBER HEREBY ACCEPTS AND ASSUMES SUCH RISKS AND DANGERS AND THE ENTIRE RESPONSIBILITY FOR ANY LOSSES, LIABILITIES AND/OR DAMAGES FOLLOWING ANY INJURY, DISABILITY, PARALYSIS OR DEATH ASSOCIATED WITH SUCH RISKS AND DANGERS, HOWEVER CAUSED AND WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES. MEMBER HEREBY REPRESENTS AND WARRANTS THAT MEMBER IS IN GOOD PHYSICAL CONDITION AND PHYSICALLY ABLE TO UNDERTAKE ANY AND ALL PHYSICAL EXERCISES AND ACTIVITIES PERFORMED BY MEMBER AT THE GYM.
- 3) RELEASE; COVENANT NOT TO SUE. MEMBER HEREBY RELEASES, WAIVES, DISCHARGES, INDEMNIFIES, AND COVENANTS NOT TO SUE THE RELEASED PARTIES, AND AGREES TO HOLD THE RELEASED PARTIES HARMLESS, INDIVIDUALLY AND COLLECTIVELY, WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS, LOSSES AND DAMAGES ARISING OUT OF, RELATING TO OR RESULTING FROM MEMBER'S USE OF THE GYM AND ITS EQUIPMENT, AND MEMBER'S PARTICIPATION IN ANY OF THE GYM'S ACTIVITIES, INCLUDING BUT NOT LIMITED TO ANY INJURY, DISABILITY, PARALYSIS, DEATH, DAMAGE TO OR LOSS OF PROPERTY, HOWEVER CAUSED AND WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE. MEMBER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE FOREGOING RELEASE, WAIVER AND INDEMNITY AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW, AND IF ANY PORTION THEREOF IS HELD INVALID OR UNENFORCEABLE FOR ANY REASON, IT IS AGREED THAT THE BALANCE SHALL CONTINUE IN FULL FORCE AND EFFECT.
- 4) NO WARRANTIES. THE GYM DIS, AND MEMBER HEREBY WAIVES, ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE GYM, ITS FACILITIES AND/OR ITS EQUIPMENT, AND MEMBER'S USE THEREOF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 5) Equipment and Facilities. Prior to Member participating in any Gym activities, or using any equipment in the Gym, Member should inspect the facilities and/or equipment to be used, and if Member believes any equipment or facilities are unsafe, Member should immediately advise the Gym and not participate in such activity or use such equipment. Member should also consult with a physician before using any of the Gym's services, facilities or equipment. Member understands that equipment may, from time to time, be out of order for repair, replacement or other required services. Member agrees to pay an extra charge for damage to the Gym's facilities and equipment caused by Member's negligence, carelessness or intentional acts.
- 6) Personal Property. Neither the Gym nor any Released Party shall be responsible for damaged, lost or stolen articles of personal property of any Member.
- 7) Payment (need to review point of sale software capabilities)
- 8) Default; Consequences of Default. Member shall be in default of this Agreement if: (i) Member fails to pay the Gym any amount when due, (ii) Member breaches any term or condition set forth in this Agreement or (iii) Member has made any false or untrue statement or representation in this Agreement. In the event Member defaults under this Agreement, the Gym may immediately terminate this Agreement and the Gym may demand immediate payment of all unpaid monthly installments under this Agreement.
- 9) Compliance with Rules and Conduct of Member. Member shall conduct himself or herself in a well mannered fashion while on the Gym's premises. Member shall obey all rules and regulations of membership contained in this Agreement or otherwise prescribed by the Gym, and the Gym reserves the right to terminate or revoke Member's membership if Member fails to keep and/or obey any such rules and regulations.
- 10) Death, Disability, or Relocation; Cancellation. If, by reason of death, disability or relocation to a new, permanent residence more than twenty-five (25) miles from the Gym (as evidenced by documentation requested by the Gym), Member shall have the right to terminate this Agreement, effective as of the

last day in the calendar month of termination, and shall not be obligated to make any future monthly payments to the Gym under this Agreement; provided, however, that if Member has prepaid for any services hereunder, Member shall receive a pro rated refund based, less a service fee equal to ten percent (10%) of the unused balance or \$50.00, whichever is greater. Upon the expiration of the initial term of this Agreement, Member may terminate this Agreement in writing by giving the Gym at least fifteen (15) days advance written notice thereof, and any such timely cancellation shall be effective as of the last day in the calendar month of cancellation.

- 11) Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. If any part of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall remain valid and enforceable. Neither any failure nor any delay by any party in exercising any right, power or privilege under this agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any other right, power or privilege. The Gym reserves the right to modify, change or amend this Agreement in its sole discretion for the proper management and operation of the Gym. This Agreement shall be governed by the internal laws of the state of Illinois, without regard to conflicts or choice of laws rules

REGULATIONS AND POLICIES

The rules and regulations set forth in this document are made up of the Membership Contract by reference. In the event of any conflicts between these rules and regulations with the terms of the Membership Contract, the terms of the Membership Contract shall control. Failure to abide by any of the below rules and regulations will result in the termination of your contract as well as a \$150 fee or the remainder of your contract (whichever is less).

Fitness Facility Use Regulations

- 1) Before starting any exercise class or using any equipment at Ageless LLC, please obtain instructions from staff.
- 2) Athletic shoes only are to be worn within the facility. No boots or sandals are to be worn on the club floors.

- 3) Members and associate members are urged to avoid bringing valuables into the facilities. Ageless LLC management, affiliates, agents or employees, shall not be liable for the loss or theft, or damage to, the personal property of members, associate members, or guests.
- 4) Please be neat and tidy in the bathroom. All personal items should be left inside a locker. No clothing or any other articles should be left in the changing booths.
- 5) Wash your hands and wipe off any cologne or perfume before exercising. Washing prevents the spread of germs.
- 6) Use a towel to wipe off aerobic equipment, mats, weight machines and free weights after use. Ageless LLC supplies spray bottles and paper towels to wipe off equipment, which is important for asthmatic and allergy sufferers.
- 7) As a courtesy of our fellow members, please use deodorant and wash your workout cloths after every use.
- 8) Obey the rules and policies posted in the tanning.
- 9) Please be considerate of fellow members waiting to access the equipment. While waiting to use a machine, please do not hover, distract or disrupt their activity. When possible, offer to let those waiting to work in a set.
- 10) Please respect the time limit set on the cardio equipment. Max time on one machine is 45 minutes.
- 11) Re-rack dumbbells and weight plates after use.
- 12) Avoid loud talking, yelling, or grunts. Profanity of any type is not allowed in Ageless.
- 13) Please do not drop our weights. This is dangerous to your fellow members and it destroys the equipment and flooring. If using dumbbells, please perform your exercise on the black mats. This will prevent any damage done to the floors.
- 14) When attending aerobic classes or any type, please be on time. Arriving late is inconsiderate to the instructor and other members.
- 15) Children 16 years of age or younger are prohibited from entering the Ageless LLC facility. Children are not allowed in the gym. No exceptions.
- 16) A member is not allowed in the free weight area without a staff member's authorization. 24 hour access is limited to the main fitness area.
- 17) If you're the last one in the gym, please turn off the lights as well as the televisions.
- 18) Do not prop the door open or open the windows without a staff member's authorization.
- 19) Members are not allowed to touch the stereo, front desk computer, or the gym's phone. Behind the counter is off limits to members.
- 20) If you have any comments, suggestions, or complaints, please use our suggestion box at the front counter or contact the manager.
- 21) Please do not open the door for anyone who cannot get into the gym. If there is a problem, please call our 24 hour line, and an Ageless staff member will open the door.
- 22) All membership privileges may be revoked for good cause or for any serious violation of Ageless LLC policies and procedures.

Membership Policies

1. A membership coordinator at Ageless LLC handles member additions. If the primary member cancels his/her membership for any reason, the secondary member will immediately begin paying the primary member's rate (the higher rate of the two).
2. Members may extend membership agreement for multiple months at current applicable rates with no administrative fees, at any time during their membership.
3. Memberships are non-transferable.
4. If for any reason, you must cancel your membership before your contract expires, there will be a \$125 early cancellation fee.
5. There will be a \$10 activation fee if you're purchasing the 24 hour keycard. If your membership lapses, you will be required to pay the \$10 activation fee again even if you still have your card.
6. If you lose your 24 hour keycard, a replacement card will cost \$15.
7. Classes are a "first come, first serve" basis. We cannot guarantee there will always be room available in every class.
8. No one, other than the member, may use the member's 24 hour keycard. If a member is caught allowing someone else to use his/her keycard, the member's membership will be revoked indefinitely, as well as incurring a \$50 fee.
9. Electronic Funds Transfer Policy:
 - a. Dues will come out within 3 days of the scheduled payment.
 - b. Please note the date for payment on your appropriate records. This will help avoid additional charges due to incorrect dates. If you need clarification on the EFT process, please do not hesitate to ask your membership coordinator.
 - c. For all returned payments due to insufficient funds, expired cards, etc, there will be a \$15 fee for each erroneous payment.

Initial: Signature:

LIABILITY WAIVER ACKNOWLEDGEMENT OF RESPONSIBILITY
ASSUMPTION OF RISK AND RELEASE

I am of the age of majority (age 18 or older). I understand that during my participation in the activities at the **Ageless LLC** facility, I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks may include, but are not limited to, the dangers of serious personal injury, or death (“injuries and damages”) from exposure to the hazards of the use of the **Ageless LLC** facility. I know that injury and death can occur by natural causes, activities of other persons, or the nature of the activity, either as a result of negligence or because of other reasons. I understand participation in activities may result in injury, muscle soreness/strain, abnormal blood pressure, fainting, abnormal heart rhythm, paralysis, or death.

In consideration for my acceptance as a participant in Ageless LLC activities, and the services and amenities to be provided by Ageless LLC in connection with the activities, I confirm my understanding that:

1. Activities may include but not be limited to the use of tanning beds, exercise equipment, locker rooms, and participation with group exercise classes.
2. I am expected to behave in an appropriate manner at all times while in the Ageless LLC facility and must comply with all rules and regulations.
3. I do not have any physical or medical limitations preventing or restricting use of any Ageless LLC facilities.
4. Use of tanning beds for any participant under 16 years of age is prohibited. **(Without parental consent)**

This liability waiver is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this agreement is held to be invalid or legally unenforceable for any reason, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.

To the fullest extent allowed by law, I agree to waive, discharge claims, and release from liability Ageless LLC, its officers, directors, employees, agents, and instructors from any and all liability on account of, or in any way resulting from injuries and damages, even if caused by negligence of Ageless LLC, its officers, directors, employees, agents, and instructors from any claims damages, injuries or losses caused by my own negligence. I understand that this assumption of risk and release is binding upon my heirs, executors, administrators, and assigns.

I have read this document in its entirety, understand it and agree to abide by all of the above. I freely and voluntarily assume all risks of such injuries and damages and notwithstanding such risks.

Physical Activity Readiness Questionnaire

(Par Q)

Name: _____

Date: _____

The Par-Q is designed to help you help yourself. Many health benefits are associated with regular exercise. The completion of the Par-Q is a sensible first step to take if you are planning to increase the amount of physical activity in your daily life.

For most people, activity should not pose any problem or hazard. The Par-Q has been designed to identify the small number of adults for whom physical activity might be inappropriate or those who should have medical advice concerning the type of activity most suitable for them.

Common sense is your best guide to answering the following questions. Please read them carefully and circle the answer that most accurately describes you.

1. YES NO Has your doctor ever said that you have heart trouble?
2. YES NO Do you frequently have pains in your heart or chest?
3. YES NO Do you often feel faint or have dizzy spells?
4. YES NO Has your doctor ever said your blood pressure is too high?
5. YES NO Has your doctor ever told you that you have a bone or joint problem such as arthritis that has been aggravated by exercise or might be made worse by exercise?
6. YES NO Are you over 65 years of age and not accustomed to vigorous exercise?
7. YES NO **WOMEN ONLY:** Are you pregnant?
8. YES NO Is there a good physical reason not mentioned here why you should not follow an activity program even if you wanted to? If so please explain: _____

Please list any medications you are currently taking: _____

I have been advised to seek medical clearance from my healthcare provider, but I have chosen on my own accord to not seek medical clearance and will exercise at my own risk

Signature Sheet

ADDITIONAL TERMS AND CONDITIONS. BY MEMBER'S SIGNATURE OF THIS AGREEMENT, MEMBER REPRESENTS THAT MEMBER HAS REVIEWED THE TERMS AND CONDITIONS SET FORTH BELOW THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK TERMS, WHICH ARE INCORPORATED HEREIN AS IF FULLY SET FORTH ON THE FRONT OF THIS AGREEMENT.

I have read, fully understood, and completely agreed with the following forms:

- 1) Membership Agreement
- 2) Physical Activity Readiness Questionnaire
- 3) Rules and Regulations
- 4) Liability Waiver

Primary Member:

(Printed Name)

(Signature)

(Date)

Secondary Member:

(Printed Name)

(Signature)

(Date)

Ageless Employee:

(Printed Name)

(Signature)

(Date)

Electronic Funds Transfer Authorization Form

I authorize Ageless LLC to automatically charge _____ to my credit card/bank account in payment of my monthly membership fee.

Visa Mastercard American Express Discover Bank Account

Name on Card: _____

Credit Card Number: _____ - _____ - _____ - _____

Exp. Date: ____/____/____

Bank Account: _____ Routing #: _____

Membership Type: _____ Number of Months _____ Monthly

Fee: _____

This authority remains in effect until the contract expires on the date below. In no way can this contract be cancelled by the member. If the member cancels the contract, the entire remaining balance will be charged to the account above. No exceptions.

Exp. Date: _____

1. The enrollment fee and/or membership fees are not refundable.
2. All fees are paid in advance and due on the below date of each month.
 - a. Date ____/____/____
3. All payments will be debited without notice from Ageless LLC.
4. Ageless LLC reserves the right to cancel memberships at any time.
5. All prices, fees, and draft dates are subject to change without notice.
6. Membership packages are not refundable or transferable. All membership packages expire 1 year from the date of purchase.
7. Multi-month membership packages must be consecutive months.
8. A \$20.00 charge will be added for every returned/NSF payment.

I have read, understood, and agreed to be bound by the information, terms, and conditions listed above as well as the Rules and Regulations, the original gym contract, and the liability form.

Customer Signature: _____

Date: _____

Ageless LLC Witness: _____

	1 Member	2 Member
1 Month	39	59
6 Month	35	55
12 Month	29	49

*24 hour key card is a one-time fee of \$10.00. All lost keycards can be replaced for \$25.00.