

Kicks Fitness

1. MEMBERSHIP DETAILS

First Name: _____ Last Name: _____

Today's Date: _____

Membership Type:

- ___ \$28.99/month yearly membership
- ___ \$38.99/month to month membership
- ___ \$45.99/month couples yearly membership
- ___ \$20.99/month per person family membership of 3 (additional \$10.99 each)
- ___ Other - \$7.00 Day Pass _____

2. MEMBER DETAILS

Sex: ___ Male ___ Female Birth Date: ___/___/___

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Email: _____

Do you consent to receive information from Kicks Fitness Center via email? Yes / No

How did you hear about us? _____

Emergency Contact Name: _____ Emergency Contact Phone: _____

3. MEMBERS DECLARATION & PAYMENT DETAILS

Before signing this document, I have read, understand and hereby agree to the terms and conditions of membership as defined in Section 4 of this membership form and know that it affects my legal rights. I agree to pay the following each month until I cancel my membership.

The Monthly Gym Membership Fee of \$_____ will be withdrawn on the 15th of every month.

Membership Expiration Date (if applicable): ___/___/___

MEMBERSHIP TERMS & CONDITIONS - WAIVER & RELEASE

Acknowledgment of Risks, Injury & Obligations

I acknowledge that the activity I am to undertake is a dangerous activity and that by participating in it I am exposed to certain risks.

I acknowledge and understand that whilst participating in such activity:

- I may be injured, physically, mentally, or death
- 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 the negligence or breach of contract of Kicks Fitness
- There may be no or inadequate facilities for treatment or transport of me if I am injured
- I assume the risk of and responsibility for any injury, death or property damage resulting from my participation in the activity.

Release and Indemnity

I participate in the activity at my sole risk and responsibility. I release, indemnify and hold harmless Kicks Fitness, its servants and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever.

Administration

- Appropriate covered footwear & a shirt must be worn at all times while in the gym facility.
- Memberships are not refundable or transferable.
- All weights and equipment must be put back after use.
- Photo ID cards (ie student card or drivers license) must be carried and shown upon request.
- **Shared gym access with a non-member without permission will result in a \$7 fee to their account**

Each member must respect other gym users and behave in an appropriate manner at all times.

- Kicks Fitness Staff reserves the right to rescind the rights of members not complying with the terms and conditions of the membership.
- Anyone under the age of 18 must be accompanied by an adult at all times within the gym.

- Cancellation Fee is \$75.00 if purchasing to a year contract and decide to cancel.

If purchasing personal training sessions or a group class pass, I understand that the sessions and/classes are non-refundable and nontransferable.

- **Must be a 30 day advance notice before the 15th of the month to cancel a membership.**
- I have read and agree with all of the above and understand that the above applies to Kicks Fitness.

Signature: _____

Date: _____