

# Grantsburg 24 Hour Fitness, LLC

## Membership Application

Today's Date: \_\_\_\_\_

The Federal Equal Opportunity Act prohibits creditors from discriminating against applicants with respect to any aspect of credit transaction on the basis of race, color, religion, national origin, sex, or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

Applicant's Last Name                      MI                      First                      Birth date                      Age                      Home Phone

Parent's Name (if applicant is a minor)

Current Mailing Address                      City                      State                      Zip

Employer                      Position                      Work Phone

Emergency Contact                      Phone                      Relationship

### WAIVER OF RELEASE AND LIABILITY:

Grantsburg 24 Hour Fitness, LLC urges you and all members to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the member's sole risk. Member understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be member's entire responsibility, and Grantsburg 24 Hour Fitness, LLC shall not be liable to member for any claims, demands, injuries, damages or actions arising due to injury to member's person or property arising out of or in connection with the use by member of the services, facilities and premises of Grantsburg 24 Hour Fitness, LLC. Member hereby holds Grantsburg 24 Hour Fitness, LLC, its officers, owners, agents and employees harmless from all claims which may be brought against them by member or on member's behalf for any such injuries or claims.

If by reason of death or permanent disability, the member is unable to continue the membership, member or member's estate shall be relieved from the obligations of this contract, and if member has prepaid any sum, that amount shall be promptly refunded. Member agrees to follow Grantsburg 24 Hour Fitness, LLC rules as promulgated from time to time. Violations of these rules may be the cause for suspension or cancellation of membership. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER/MEMBER COULD ASSERT AGAINST GRANTSBURG 24 HOUR FITNESS, LLC AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/MEMBER SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/MEMBER TO GRANTSBURG 24 HOUR FITNESS, LLC PURSUANT TO THE CONTRACT. YOU, THE BUYER, MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF GRANTSBURG 24 HOUR FITNESS, LLC'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO GRANTSBURG 24 HOUR FITNESS, LLC. IN THE EVENT GRANTSBURG 24 HOUR FITNESS, LLC CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT AND IF YOU PAID THE YEAR IN FULL IN ADVANCE, YOU WILL BE REFUNDED THE BALANCE OF THE YEAR. JOINING FEE IS NON-REFUNDABLE.

Applicant's signature (parent if member is a minor)

Grantsburg 24 Hour Fitness, LLC representative (not valid without signature)

### GRANTSBURG 24 HOUR FITNESS, LLC STAFF MEMBER TO FILL OUT:

1. Membership begins on: \_\_\_/\_\_\_/\_\_\_ and expires on \_\_\_/\_\_\_/\_\_\_.
2. Enrollment fee of \$\_\_\_\_\_, monthly dues of \$\_\_\_\_\_ beginning on \_\_\_/\_\_\_/\_\_\_.
3. Default: Should you default in your payment obligation, you agree to pay all costs of collection, including court costs and attorney fees.
4. Late Charge: If your payment is more than ten days late, you will be charged a 5% late payment fee.

### RECEIPT:

CHECK NO: \_\_\_\_\_ AMOUNT PAID: \$ \_\_\_\_\_ JOINING FEE: \$ \_\_\_\_\_ FIRST MONTH: \$ \_\_\_\_\_

METHOD OF PAYMENT:                      MONTHLY CHECK DRAFT \_\_\_\_\_ FULL YEAR IN ADVANCE \_\_\_\_\_

### STAFF

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_