



Membership Agreement

Full Name _____ Gender _____

Home Address _____ Date of Birth _____

City _____ State _____ Zip _____ Home Phone _____

Email address _____ @ _____

Cell Phone Number _____

The undersigned Member, being desirous of becoming a member of Gym Kennedy, LLC agrees as follows:

- 1. PAR Q.** Member represents and warrants that all facts stated in the Physical Activity Readiness Questionnaire (PARQ) submitted by Member are true and correct. The PAR Q is incorporated by reference as part of this Agreement.
- 2. PAYMENT.** All payments to Gym Kennedy, LLC for memberships are final. Member is encouraged to pay the then current monthly membership fee plus applicable taxes each month thereafter through "automatic" withdrawal from an account maintained by Member in a financial institution pursuant to an ACH authorization form signed by Member.
- 3. TERM.** This membership is for the term of _____ days/months only upon receipt of a payment of \$_____ which includes tax. You may, at your option, renew your monthly membership for a period of successive _____ month periods provided the monthly membership fee of \$_____ which includes tax is received by Gym Kennedy, LLC on or before the first calendar day of the month or the first banking day allowable via the ACH process.
- 4. RETURN CHECK CHARGES.** Any returned checks or ACHs for insufficient funds shall be assessed a fee of \$25.00.
- 5. MEMBERSHIP ACCESS.** Member will be issued an access code which will entitle Member to enter and enjoy the benefits of the facility. **Member agrees not to allow any other person to access the facility with the Member's access code and will not allow anyone to enter along with Member. Member agrees to safeguard the identity of the access code. Should Member violate the conditions of Membership Access, Member's membership may be revoked and criminal prosecution may be applicable.**
- 6. FACILITY HOURS OF OPERATION.** The facility is an un-manned fitness center and with the exception of any closures for maintenance or any mandatory shutdowns by the property management or any government entity, is open twenty-four hours a day, three-hundred-sixty-five days a year.
- 7. PERSONAL TRAINING.** Gym Kennedy, LLC offers no personal training. However, some of the Members of Gym Kennedy, LLC are personal trainers. Should members wish to make arrangements for personal training with one of the members who is a trainer, that arrangement is solely and exclusively between the member and the member who is a personal trainer. Gym Kennedy, LLC is not a party to any arrangement between members for personal training, receives no compensation from any arrangement between the members, and is not liable in any way for any results or lack of results obtained from any personal training arrangements between the members. All release and waiver of liability as outlined in section 8 below apply to any and all fitness activities member engages in, regardless of any arrangement between members for personal training. Any introductions by Gym Kennedy, LLC of a Member who is a personal trainer to a member shall not be considered by member to be an endorsement of the trainer by Gym Kennedy, LLC. No Member of Gym Kennedy, LLC who is a personal trainer shall represent themselves to be an employee or affiliated with Gym Kennedy, LLC in any way other than via their membership in the facility. No member may use the Gym Kennedy, LLC name or LOGO for any purpose.
- 8. RELEASE AND WAIVER OF LIABILITY.** Member recognizes that there are hazards and risks connected with physical fitness training. These risks include, but are not limited to; abnormal blood pressure, fainting, heart disorders and heart attack, dehydration, heat exhaustion,

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sprains, muscle strain, blisters, stress fractures, shin splints, tendonitis, cartilage tears, bursitis, back pain and bruising of joints. Exercise beyond one's physical limits and/or accidents involving exercise equipment may result in serious injury or death. Member agrees to defend, indemnify, and hold Gym Kennedy, LLC and its officers, agents, and employees harmless from and against any and all loss, damage and expense incurred by reason of any claim or liability based upon personal injury (including death) or property damage arising out of the negligent or intentional action of a member. Member further agrees to release Gym Kennedy, LLC and its owners, officers, agents, and employees from any and all liability arising out of injury to Member and further agrees to defend, indemnify, and hold Gym Kennedy, LLC, its owners, officers, employees, and agents free and harmless from and against the same. Additionally, member acknowledges that surveillance cameras are in use for the protection of the facility and its equipment. Member gives its consent to be photographed and/or recorded.

9. RULES AND REGULATIONS. Member acknowledges that Gym Kennedy, LLC operates under rules and regulations established for the safety and protection of patrons and agrees to be bound by them as well as by rules and regulations subsequently approved and posted or published by Gym Kennedy, LLC. Rules and regulations, in effect from time-to-time, are incorporated into this Agreement by reference. Facilities, equipment, hours, service, regulations, and policies are subject to change, without prior notice, at the sole discretion of Gym Kennedy, LLC, and Member agrees to accept such reasonable change as a condition of membership. Member additionally recognizes:

- a. Under no circumstances shall a member move exercise equipment or use the equipment in any manner not authorized by Gym Kennedy, LLC.
- b. All equipment shall be wiped down by Member with the supplies provided after each use.
- c. This membership is only for Member only and Member will not give access to another individual or misuse the equipment.
- d. Members are to conduct themselves in a quiet, well-mannered fashion so as not to cause any disturbance, which may interfere with the use and enjoyment of the facility by others. Profane or indecent language and/or behavior are not allowed. Any conduct deemed by Gym Kennedy, LLC in its sole discretion to be offensive, potentially harmful, dangerous or abusive will not be tolerated.
- e. All participants must be at least fourteen years of age unless otherwise authorized by Gym Kennedy, LLC.
- f. Gym Kennedy, LLC is not responsible for lost or stolen items.
- g. Member should not occupy a weight station for an extended period of time. Member should allow those waiting for machines to work into their rotation.
- h. The climate of the facilities is controlled by Gym Kennedy, LLC and is set to provide the optimum exercise environment for the majority of the members. Members shall not change or seek to change any environmental controls and shall never prop open any facility doors or windows for any purposes.

10. PROHIBITED ITEMS AND ACTIVITIES. No Alcohol, Drugs, or Smoking. You cannot use the facilities or engage in any activity at Gym Kennedy, LLC while under the influence of drugs, alcohol, or medication that may impair the ability to operate equipment. Also, Gym Kennedy, LLC does not permit smoking, alcohol, illegal drugs, including steroids in its Facilities. No weapons of any kind are permitted in Gym Kennedy, LLC. No photography, video taping, filming or audio recording, is permitted on these premises without written permission of the Management of Gym Kennedy, LLC. Gym Kennedy, LLC reserves the right to limit the consumption of food or beverages in workout areas. Gym Kennedy, LLC reserves the right, in its sole discretion, to limit or restrict the use of outside equipment in the club. Gambling or gaming is prohibited in the Club or on Club premises.

11. DRESS/TOWEL POLICY. Gym Kennedy, LLC requires you to wear appropriate clothing and footwear while in the Facilities. Here are general guidelines: gym shorts, T-shirts, jogging, aerobic and sweat outfits are all right for exercising or aerobics, but street clothes/shoes and jeans are not. No street or black-soled shoes permitted. You must have a cloth towel with you during workouts to protect and clean the machines you use.

12. MEMBERSHIP TYPES. Flexible fitness offers full access memberships that allow access at any and all times, Limited Access which allows access from 10:00pm to 4:30am daily only as well as Weekend Only Access.

This Membership Agreement is a Full Access Limited Access Weekend Only Access

13. ENTIRE AGREEMENT. This Agreement, and all documents mentioned hereto by reference, constitutes the entire Agreement between Member and Gym Kennedy, LLC. It can not be amended unless by mutual consent in writing by the parties. This agreement is not transferable. This Agreement may not be cancelled except as provided for herein.

14. JURISDICTION. This Agreement shall have the State of Oklahoma as the sole and exclusive jurisdiction and shall be governed under the laws of the State of Oklahoma.

15. SEVERABILITY. If any part of this Agreement shall be held invalid, that part shall be deemed excluded from this Agreement and the remainder of the Agreement shall remain in full force and effect.

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16. SUSPENSION AND TERMINATION. I understand that the Center may suspend or terminate my membership without any liability for failure to adhere to the terms of this agreement or for violation of the Center's policies and procedures.

17. ACCEPTANCE OF TERMS. As a Member, I understand that I am entitled to use the facilities within the scope of the membership that I have selected and that I am obligated to pay my dues and fees regardless of whether I use the facilities. I agree to promptly update Gym Kennedy, LLC of any changes of address, phone or credit information.

ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

I certify that I have received, read, understand and agree to all of the terms of this Membership Agreement and agree with all of its terms, and agree to be legally bound by the same to the fullest extent permitted by law.

BUYER'S RIGHT TO CANCEL. If you wish to cancel this Agreement, you may cancel by mailing or delivering written notice to Gym Kennedy, LLC 2700 Coltrane Place, Suite 3, Edmond OK 73034. The notice must say that you do not wish to be bound by the Agreement and must be delivered or mailed by certified mail before midnight of the Third (3) Business day after you sign this agreement. All monies paid under the agreement will be refunded.

Member's Signature Date Gym Kennedy, LLC Date

Member's Initials _____