



LIVINGSTON FITNESS CENTER, L.L.C.

aka LFC

MEMBERSHIP AGREEMENT

LFC Use Only	Member Name : _____
	Membership Terms: _____ to _____
	Health Ways # (if applicable) _____
	Silver & Fit ID # _____
	KeyFob # _____

Member's Name: _____

Address: _____

Email: _____

Phone Number: _____ Birth date: ____/____/____

Driver's License No. _____ State Issuing: _____

Age: _____ (If under 18 years of age, parent/guardian **must** complete consent; last page.)

Employer: _____ Responsible Party: _____

Referred By: _____

1. All payments to Livingston Fitness Center, L.L.C. are final and can be made by one of the following options:

- Monthly Draft Payment: Under this option, a payment in the amount of \$_____ must accompany the application.
- Other: Under this option, a payment in the amount of \$_____ must accompany the application.

Membership Portion Due Today: _____ Key Fob Fee: **\$5.00** Total Due Upfront: _____

Member agrees to pay the then-current monthly/annual Membership Fee, plus applicable taxes. Should Member select the monthly draft payment option, Member authorizes draft payments each month thereafter through automatic withdrawals from an account maintained by Member in a financial institution. Additionally, Member shall pay with this Agreement, a key fob fee of Five Dollars (\$5.00). Members will be charged Ten Dollars (\$10.00) for replacement key fobs due to loss of the original or previously issued fob.

Contract Start Date: _____, 20____		Contract End Date: _____, 20____	
_____	_____	_____	_____
Member's Signature	Date	Fitness Consultant Signature	Date

We hereby renew this Contract upon the same terms from _____, 20____ to _____, 20____.			
_____	_____	_____	_____
Member's Signature	Date	Fitness Consultant Signature	Date

I hereby authorize LFC to charge my account via direct debit for all account charges.

Locker Rental # _____

Member Signature: _____ Date: _____

A late fee of **\$15.00** will be applied for any payments after the Fifth (5th) of the month. A charge of **\$25.00** will be incurred for any checks returned due to insufficient funds. Late payment or payment with an insufficient funds check violates LFC's rules. LFC may change membership dues under this Agreement by posting notice of such change in the Facility at least 30 days in advance of such a change.

Initial _____

2. Member agrees to keep and obey all rules and regulations now in force or in the future prescribed by **LFC**, for the use of **LFC** training facilities, premises, and equipment therein. **LFC** reserves the right to revoke this membership for cause if Member fails to keep and obey any of such rules and regulations, or for reasons of nuisance, disturbance of other members or staff, moral turpitude, or fraud. Without limiting Member's obligation to obey the rules and regulations of **LFC** presently in force or in the future prescribed, Member agrees that he/she will obey the following rules by:

- a.) Always considering other members' rights and privileges while he/she is training;
- b.) Always paying his/her membership dues on or before the fifth of each month - or pay the late fee;
- c.) Always unloading all bars and machines when he/she is through using them and replacing all weight plates on their proper racks;
- d.) Always replacing barbells and dumbbells on their proper racks at the end of each set;
- e.) Always following directions on the proper use of the training equipment and asking for directions when necessary;
- f.) Never spitting into the water fountains;
- g.) Never putting his/her feet on the walls;
- h.) Never dropping dumbbells or barbells on the floor;
- i.) Always disposing of trash in the proper receptacles;
- j.) Always treating Members and staff with fullest respect and courtesy at all times;
- k.) Always accepting fullest responsibility for any damage done to equipment due to his/her misuse of the equipment.
- l.) All equipment shall be wiped down by Member after each use, with the supplies provided by **LFC**.
- m.) No persons under the age of 12 shall be allowed on equipment whatsoever. No persons under the age of 16 will be allowed on equipment without direct parent/guardian supervision.
- n.) Proper gym attire must be worn to use the facility. Please do not wear pants with belts or metal rivets, open-toed or open-heeled shoes, dark-soled shoes that may damage the flooring, or street clothes that can compromise one's safety.
- o.) Lockers are for day use only. Locks left on lockers overnight will be cut and the contents in the locker donated to charity.
- p.) No offensive or vulgar language is permitted at the facility.
- q.) No guarantee is made by **LFC**, its teachers, or trainers as to expected results; the training provided will be consistent with standard acceptable training norms and is not to be misrepresented as a guarantee of any performance goals, whether in relation to weight-reduction, strength, agility, or other outcomes.

3. **Member agrees not to allow any other person(s) access to the Facility by using Member's access code or key fob. Member will not allow anyone to enter Facility along with Member.** Should Member violate any condition of Membership Access, their membership may be revoked with no refund and criminal prosecution may be applicable.

4. **Guest Policy**

Members may bring a guest for \$10.00 per day. Please use sign in sheet at the office and leave money in the drop box.

5. **Livingston Fitness Center, L.L.C., (LFC)** is a twenty-four (24) hour, three-hundred-and-sixty-five (365) days a year facility, with the exception of any closure for maintenance or any mandatory shutdowns by property management or governmental authority.

6. Only **LFC**-approved teachers and trainers will be allowed to instruct or manage members within the facilities.

7. Kids Club: Please refer to the Kids Club Policy for operating procedures. These rules and policies are available upon request and are posted with the sign-in sheet at the Kids Club entrance.

8. Without limiting **LFC's** ability to terminate this membership for cause, **LFC** may terminate this membership for any reason at the end of any given month. If **LFC** elects to so terminate, **LFC** will refund a pro rata portion of any dues applicable to future month(s).

9. It is expressly understood and agreed that this contract is not assignable or transferrable by Member and no rights or privileges granted by this membership can be transferred or assigned by Member.

10. It is further agreed that all exercises including the use of weights, number of repetitions, and use of any and all machinery, equipment, and apparatus designed for exercising and the use of **LFC's** premises and facilities shall be at the Member's sole risk. Member represents to **Livingston Fitness Center, L.L.C. (LFC)** that he/she is in good physical condition, and has no medical condition(s) that

could impair their use of the facilities. Notwithstanding any consultation on exercise programs, which may be provided by LFC's employees or agents, it is hereby understood that the selection of exercise programs, methods, and types of equipment shall be Member's entire responsibility, and LFC shall not be liable to Member or Member's family 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 and facilities of LFC or the premises where the same is located. If Member brings any personal property onto the premises of LFC or into LFC's parking area, Member takes such action at Member's sole risk. It is hereby understood that LFC is not responsible in any way for damage to or loss of any personal property which Member brings onto the premises of LFC or into LFC's parking area, including but not limited to, losses due to theft, damage, or car accident. Member hereby holds **Livingston Fitness Center, L.L.C. (LFC)**, its successors, assignees, owners, officers, directors, employees, and agents harmless from all claims which may be brought against them by Member, on Member's behalf, by Member's family, and Member's executors, administrators, and personal representatives for any such injuries or claims aforesaid and Member for himself/herself and on behalf of his/her family, executors, administrators, and personal representatives does hereby forever release and discharge **Livingston Fitness Center, L.L.C. (LFC)**, its successors, assignees, owners, officers, directors, employees, and agents from all claims, demands, injuries, damages, actions, losses and expenses. This section will survive any cancellation of this Agreement. This release applies during the time that Member is on-site at LFC and does not apply to participants own training regime or physical exercise at other locations.

11. I further acknowledge that there are potentially dangerous conditions that are present at LFC, including without limitation, extreme heat, extreme humidity, extreme cold, slippery surfaces and floors, including the presence of water, soap, and oils, heavy equipment, including weights, and chemicals from the use of hair and nail related products.

I agree that before I use any of LFC's services and/or facilities that I will thoroughly inspect and examine the facilities and/or equipment to determine whether said facilities and/or equipment are in safe proper working condition. In the event that I determine that anything related to the facility and/or equipment is unsafe, I will immediately advise and inform LFC staff of the unsafe condition and will not utilize the facility and/or the equipment until such conditions are corrected and made safe for use by Client.

DESPITE BEING AWARE OF THE RISKS INVOLVED FOR THE USE OF THE GYM AND ITS RELATED SERVICES, CLIENT VOLUNTARILY DESIRES AND AGREES TO USE THE GYM AND ITS RELATED SERVICES. CLIENT ASSUMES ALL FOREGOING RISKS AND ACCEPTS PERSONAL RESPONSIBILITY FOR ANY DAMAGES FOLLOWING SUCH INJURY, PERMANENT DISABILITY, OR DEATH.

12. MEMBERSHIP TERMINATION; TERM CONDITIONS; OBLIGATION TO PAY:

- (a) **NOTICE TO PURCHASER: DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ IT OR IN THE CASE THAT IT CONTAINS BLANK SPACES.**
- (b) **IF YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER OF LFC, YOU MAY CANCEL THIS CONTRACT BY MAILING LFC BY MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY YOU SIGN THIS CONTRACT A NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS: 601 W.CHURCH STREET, LIVINGSTON, TEXAS 77351.**
- (c) **IF THE MEMBER WISHES TO CANCEL THIS CONTRACT WITHIN THE INITIAL TERM, THE MEMBER MUST PAY A CANCELLATION FEE OF \$96.00 OR THE BALANCE OF THE CONTRACT, WHICHEVER IS LESS.**
- (d) **A MEMBER'S FAILURE TO ATTEND A SCHEDULED TRAINING SESSION OR CLASS WITH A FEE OVER AND ABOVE THE STANDARD MEMBERSHIP FEES WILL BE CHARGED JUST AS IF THE MEMBER HAD BEEN PRESENT.**
- (e) **MEMBER UNDERSTANDS THAT THIS CONTRACT WILL AUTOMATICALLY CONTINUE TO DRAFT AFTER THE ORIGINAL 12-MONTH TERM HAS EXPIRED. IF MEMBER WISHES TO CANCEL AFTER THE ORIGINAL 12-MONTH TERM HAS EXPIRED, MEMBER MAY DO SO IN PERSON OR BY LETTER (SEE 12B) AT NO ADDITIONAL CHARGE.**
- (f) **IF LFC GOES OUT OF BUSINESS AND DOES NOT PROVIDE NEW FACILITIES WITHIN 10 MILES OF THE FACILITY IN WHICH YOU ARE ENROLLED OR IF LFC MOVES MORE THAN 10 MILES FROM THE FACILITY IN WHICH YOU ARE ENROLLED, YOU MAY CANCEL THIS CONTRACT BY MAILING A NOTICE TO LFC STATING YOUR DESIRE TO CANCEL THIS CONTRACT, ACCOMPANIED BY PROOF OF PAYMENT ON THE CONTRACT. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS:
601 W.CHURCH STREET, LIVINGSTON, TEXAS 77351**

- (g) TO FILE A CLAIM FOR A REFUND OF YOUR UNUSED MEMBERSHIP OR TRAINING FEES AGAINST THE BOND OR OTHER SECURITY POSTED BY THE GYM WITH THE SECRETARY OF STATE, MEMBER MUST PROVIDE A COPY OF CONTRACT TOGETHER WITH THE PROOF OF PAYMENTS MADE ON THE CONTRACT TO THE TEXAS SECRETARY OF STATE. THE REQUIRED CLAIM INFORMATION MUST BE RECEIVED BY THE SECRETARY OF STATE NOT LATER THAN THE 90TH DAY AFTER THE DATE NOTICE OF THE CLOSURE OR RELOCATION IS FIRST POSTED ON THE SECRETARY OF STATE'S INTERNET WEBSITE.
- (h) IF YOU DIE OR BECOME TOTALLY AND PERMANENTLY DISABLED AFTER THE DATE THIS CONTRACT TAKES EFFECT, YOU OR YOUR ESTATE MAY CANCEL THIS CONTRACT AND RECEIVE A PARTIAL REFUND OF YOUR UNUSED MEMBERSHIP FEE BY MAILING A NOTICE TO LFC STATING YOUR DESIRE TO CANCEL THIS CONTRACT. LFC MAY REQUIRE PROOF OF DISABILITY OR DEATH. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS: 601 W.CHURCH STREET, LIVINGSTON, TEXAS 77351.
- (i) LFC IS A PRIVATE CLUB, WHICH RESERVED THE RIGHT TO DENY OR CANCEL MEMBERSHIPS AT ITS SOLE DESCRETION.

MEMBER ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS AGREEMENT EXECUTED BY BOTH LFC AND MEMBER AND ACKNOWLEDGES THE AGREEMENT TERMS.

- I wish to receive a copy of this agreement;
- I do not wish to receive a copy of this agreement

Member Signature _____
Date

Livingston Fitness Center, L.L.C.,(LFC)Representative _____
Date

PARENTAL/GUARDIAN CONSENT FOR MINORS

The undersigned persons are the parents or guardians of the Member in this Membership Agreement and make this agreement for the purpose of enabling the Member to use the **LIVINGSTON FITNESS CENTER, L.L.C.**, ("LFC") training facilities. The undersigned persons consent to the Member using LFC training facilities and are aware of the risks involved in such use. The undersigned persons further agree that this consent shall constitute a bar to any recovery by them for any loss to them due to such use, including but not limited to loss of the Member's services or companionship or loss of or damage to any personal property. The undersigned persons hereby hold LFC, its successors, assigns, owners, officers, directors, employees, and agents harmless from all claims which may be brought against them by the undersigned persons, Member or on Member's behalf or by Member's family for any such injuries or claims aforesaid and the undersigned persons for themselves and on behalf of Member and his family, executors, administrators, and personal representatives do hereby forever release and discharge LFC, its successors, assigns, owners, officers, directors, employees, and agents from all claims, demands, injuries, damages, actions, losses and expenses.

 Parent/Guardian Signature _____
 Print Name

Relationship to Member: Father:_____ Mother:_____ Guardian:_____ Other (specify relationship):_____

Date:_____

GYM USE

Verified Driver's License Information: _____ Member _____ Parent/Guardian

Member I.D. Number:_____