

MEMBERSHIP AGREEMENT



LARKIN *at* EXCHANGE

- NEW MEMBER
- RENEWAL

FOR FURTHER INFORMATION CONTACT
JulietW@Larkindg.com

MEMBERSHIP AGREEMENT

(and Release and Waiver of Liability and Indemnity Agreement)

NAME _____

E-MAIL _____

ADDRESS _____

DATE OF BIRTH _____

CITY _____

EMERGENCY CONTACT # _____

STATE _____ ZIP _____

EMPLOYED BY _____

HOME TELEPHONE # _____

OFFICE TELEPHONE # _____

1. I hereby represent to LCo Building LLC (“LLC”) that I am purchasing the right to use the workout facilities located at the LCo Building for the [6 MONTH], [12 MONTH] fee of \$ _____. Members will be charged \$25 for replacement electronic access cards.
2. The member is entitled to full usage of the facility for the period specified below.
3. The undersigned is familiar with the risk inherent in physical activities such as those conducted at the workout facility and the risk of personal injury to him or herself when undertaking such physical activities. The LLC encourages all members to have a complete physical examination before beginning any exercise program. The member hereby releases the LLC and its officers, agents, and employees from all claims, liability, or demand of any kind or on account of any personal injury, death, property damage, or other damages arising out of participation of said activities.
4. **RULES and REGULATIONS:** (1) Use equipment at your own risk. (2) Wipe off equipment when finished exercising. (3) Return all weights to their proper location. (4) Proper shirt and clean shoes are required. (5) Shower room floors are slippery when wet, use caution. (6) Use the facility in a safe and prudent manner.
5. Members must be 18 years of age or older. Under age 18 must have management consent and be accompanied by an adult (that is also a current Hubbard Fitness Center member) at all times while using the facility.
6. The undersigned acknowledges that he or she has honestly represented his or her physical condition and has no impairment or disability preventing him or her from engaging in the physical rigor of an exercise program. The member acknowledges that he or she has read and understands the content of this document.
7. **MEMBERSHIP DUES ARE NON-REFUNDABLE.**

MEMBERSHIP AMOUNT PAID \$ _____ MEMBER SIGNATURE _____

REGISTRATION FEE AMOUNT \$ _____ TYPE PAYMENT _____

DATE _____ EXP. DATE _____

AGREEMENT AND RELEASE OF LIABILITY

Hubbard Fitness Center

In consideration for being allowed to participate and use equipment independently, in classes, activities, and programs in the Hubbard Fitness Center and in addition to the payment of any fee or charge, I do hereby waive, release, and forever discharge Larkin Development Group, LCo Building, LLC, and Michael Heidinger responsibility or liability for injuries or damages resulting from my participation in any activities or use of equipment in the above mentioned facility.

{Please Initial here _____}

I understand and am aware that strength, flexibility, and aerobic exercise, including the use of weightlifting equipment, involves a risk of injury and even death, and the I am voluntarily participating in these activities and using equipment with knowledge of the risks involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

{Please initial here _____}

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment except as hereinafter stated:

{Please initial here _____}

I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, boxing exercise, and training equipment so that I might have her/his recommendations concerning these fitness activities and equipment use.

I acknowledge that I have either had a physical examination and been given my physician's permission to participate, or that I have decided to participate in activity and use of equipment at the Hubbard Fitness Center without the approval of my physician and do hereby assume all responsibility for my participation and activities in the aforementioned classes and programs, as well as in the utilization of any and all exercise equipment in all the aforementioned activities.

Date

Signature

Print Name