



## **MEMBERSHIP AGREEMENT (INDIVIDUAL ADULT)**

This is an agreement between you, \_\_\_\_\_ (THE MEMBER), and Mind Your Fitness LLC (THE COMPANY), a Minnesota Limited Liability Company. Mind Your Fitness office is 121 N. 1<sup>st</sup> Street, Montevideo MN, 56265. The fitness center is located 115 1<sup>st</sup> Street West, Montevideo MN. Phone (320) 269-9110

### **TERM OF AGREEMENT**

This agreement is for an initial period of 1 month, and begins on \_\_\_\_\_. This monthly agreement will automatically renew each month until such time a 15 day notice is given by either THE COMPANY or THE MEMBER.

### **FEES**

Membership fees are listed below. Membership fees can change upon 30 days notice to you, in writing or via email. All payments must be made in advance and no credit is extended. No refunds for monthly membership monies paid are available.

\$50.00 Deposit\*

\$28.00 per month (plus tax) if THE MEMBER pays via automatic payments

\$35.00 per month (plus tax) if THE MEMBER pays by check or cash

\$10.00 for a lost key card replacement

\$4.00 per month for half-size locker; \$8.00 for full-size; Free for small lockers

\*Deposit will be refunded upon payment in full of all final membership fees, and return of the key card.

### **GUESTS**

No guest(s) are allowed to use or enter the Mind Your Fitness facilities unless they have first completed the GUEST WAIVER AND RELEASE form. No Guest(s) are allowed to use or enter the Mind Your Fitness facilities unless they are accompanied by a current Member.

***Allowing non-registered guests entrance into Mind Your Fitness for any reason will result in immediate lost of Application Fee, and lost of membership, until such time a new \$100 Application Fee is placed with THE COMPANY.***

### **MINORS**

Children of members, of the ages of 14 – 17 years old, may utilize the fitness facility when accompanied by a member parent, at no additional charge. All members of the ages of 16 or older must have a fully executed membership to utilize the facility unattended. Minors of the ages of 16 and 17 years old, who desire a fully executed membership agreement, must be authorized by a parent or guardian. No minors of the ages of 14 and 15 are allowed on the premises without the accompaniment of the parent or legal guardian member. No minors under the age of 14 are allowed to use or enter the Mind Your Fitness facilities at any time.

### **POLICIES AND POSTED SIGNS**

You agree to follow all policies of Mind Your Fitness. A copy of the most recent policies is provided with this agreement. New policies maybe posted from time to time. Mind Your Fitness also posts signs about the facilities with other rules and requirements of all Members. You agree to follow the instructions on all such signs.



### **DRESS CODE**

All members are required to wear appropriate attire while using facilities. Clean, dry, athletic shoes are required for all exercise areas. Ragged clothing, cut-offs or cut-down shorts or pants, half-shirts, curlers, swimsuits, sandals or loose clothing that may catch on equipment is NOT allowed. No personal items, such as jackets, street shoes, gym bags, backpacks, etc. are allowed in the exercise area and must be neatly hung from a coat rack or stored in the appropriate areas, such as a locker. Towels must be clean. No snow, mud, or rain is allowed to be tracked into the exercise area. Sprays and perfumes are not allowed. You agree to observe modesty while using Mind Your Fitness facilities.

### **EQUIPMENT USE**

You agree to use all equipment only in the manner in which it was designed and intended by the manufacturer. All signs and posted notices regarding equipment, if any, must be followed. Mind Your Fitness reserves the right to set time limits or other restrictions on the use of equipment. You agree not to modify or move the equipment. If you notice any equipment that does not appear to be in working condition, you agree to not use the equipment and notify Mind Your Fitness immediately. No free weights or other items may be used in conjunction with any of the equipment unless the equipment is specifically designed and intended for such usage. You understand you are not allowed to bring or use your own equipment at Mind Your Fitness facilities. You further agree to clean off all equipment with a clean towel after use.

### **NO CELL PHONE USE**

Except in the case of an emergency, you are not allowed to use cell phones, texting devices, or similar while using the equipment or facilities. As a courtesy to other members, cell phones must be set to "silence" "off" or "vibrate" or similar modes. If you need to take or make a call, please consider those around you.

### **MEDICAL RESPONSIBILITY**

**You agree that you are responsible for your own training regimen.** You understand you should consult with appropriate medical professionals before using Mind Your Fitness facilities or equipment. You agree you will not use Mind Your Fitness facilities or equipment with any medical condition that would impact on your use, nor will you use any Mind Your Fitness facilities or equipment with medical conditions such as open sores, cuts abrasions, infections, maladies, the inability to maintain personal hygiene, or other such impairments if such a condition would pose a direct threat to the safety or health of yourself and others. You agree to use the facilities in accordance of all public health codes and regulations. You agree to not use Mind Your Fitness facilities or equipment while under any medication that impairs on your ability to safely use Mind Your Fitness facilities or equipment, or while under the influence of alcohol or any illegal substance.

### **LOUD MUSIC, PROFANITY AND FIGHTING**

No loud music, profanity or fighting is allowed anywhere in Mind Your Fitness facilities. Private head sets or ipod type devices are preferred.



### **DAMAGE TO PROPERTY**

You agree you are responsible to Mind Your Fitness for any damage as a result of neglect or misuse to Mind Your Fitness facilities or equipment.

### **CANCELLATION**

Cancellation via THE MEMBER over the phone is not acceptable. Cancellation via THE MEMBER must be made in writing or via your registered email address on file at THE COMPANY. No daily proration or refund of any membership fees are given by Mind Your Fitness, as all memberships are whole months.

THE COMPANY may cancel your membership upon 30 days written or email notice for any reason. THE COMPANY may cancel your membership immediately upon a determination you have violated any terms of this agreement, the policies, posted signs, any applicable laws or verbal instruction of any Mind Your Fitness staff. For such cancellation, no Application Fee nor membership fees will be refunded.

### **LOCKERS AND LOST PROPERTY**

Lockers are for use only while you are at the Mind Your Fitness facilities. Lockers are not secured and you are required to provide your own lock. Mind Your Fitness is not responsible for any lost or stolen property. No bailment of any property you bring into Mind Your Fitness is created or intended. Property left on the premises will be kept for 14 days after which time it becomes the property of Mind Your Fitness and will be disposed of. Please notify management of THE COMPANY if you desire to request permission to leave items on premise, or desire to utilize a self-lock locker when not in attendance of the facility. Non-approved locks will be cut and removed, and lockers emptied. All contents of lockers located at Mind Your Fitness are subject to search without notice. Unpaid membership fees and/or locker fees will result in lock being cut and contents discarded. Storage of perishable items, such as food, is strictly prohibited.

### **VENUE**

This agreement shall be interpreted under Minnesota Law. Any dispute under this agreement shall be venued in Chippewa County, Minnesota.

### **SEVERABILITY**

If any part of this agreement, the polices, posted signs or the Waiver and Release Form are held by a court to be void, cancellable, or otherwise ineffective, all other terms of this agreement, the policies, posted signs and the Waiver and Release Form shall remain in effect.

I have read and agreed to all the terms of the above agreement. I acknowledge I have received a copy of this agreement as well as the current list of policies.

Print Member Name: \_\_\_\_\_

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mind Your Fitness Staff Approval: \_\_\_\_\_

(Membership Agreement Revision D)



## **MIND YOUR FITNESS WAIVER AND RELEASE**

### **PLEASE TAKE NOTICE:**

**I AM AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, I AM GIVING UP MY RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST MIND YOUR FITNESS FOR ITS NEGLIGENCE, OR FOR ANY DEFECTIVE OR MALFUNCTIONING PRODUCT ON ITS PREMISES AS WELL AS OTHER CLAIMS, DESCRIBED BELOW.**

I understand this is not a waiver for liability for intentional, willful or wanton acts on behalf of the Company.

### **ASSUMPTION OF RISK**

**I understand there is an inherent risk of injury, whether caused by me or someone else, in the use of or presence at Mind Your Fitness facilities. This risk includes, but is not limited to Injuries arising from the use of any Mind Your Fitness equipment or facilities, including any accidental or "slip and fall" injuries.**

I have read and understood the above Waiver Notice and the Assumption of Risk Notice. I further understand and voluntarily accept this risk. I agree to specifically assume all risk of injury, whether physical or mental, as well as all risk of loss, theft or damage of personal property for me, any person that is a part of this membership and any guest under this membership while such persons are using or present at Mind Your Fitness.

### **RELEASE OF LIABILITY**

Further, I waive any and all claims or actions that may arise against Mind Your Fitness LLC, its affiliates, subsidiaries, successors or assigns (referred to collectively as "Mind Your Fitness" or THE COMPANY) as well as each party's owners, directors, employees, agents or volunteers as a result of any such injury, loss, theft, or damage to any such person, including and without limitation, personal, bodily or mental injury, economic loss or any damage to me, my spouse, my children, or guests resulting from the negligence of Mind Your Fitness, or any of its owners, directors, employees, agents or volunteers, or anyone else using Mind Your Fitness.

I agree to defend, indemnify and hold Mind Your Fitness harmless against any claims arising out of the negligent or willful acts or omissions of me, any person that is a part of my membership, or any guest under this membership.

**I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ABOVE, INCLUDING, BUT NOT LIMITED TO, THE WAIVER NOTICE, ASSUMPTION OF RISK NOTICE, AND THE RELEASE OF LIABILITY. I ACKNOWLEDGE I HAVE RECEIVED A COMPLETE COPY OF MY MEMBER USAGE AGREEMENT, THE MOST CURRENT SET OF POLICES, AND THIS FORM.**

Print Member Name: \_\_\_\_\_

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mind Your Fitness Staff Approval: \_\_\_\_\_

(Waiver Agreement Revision B)