



LIABILITY WAIVER AND RULES AND REGULATIONS

Fitness Central

406-535-BFit (2348)

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Lewistown, MT 59457

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1. MEMBER, by executing this Agreement, does hereby join the CLUB and such membership entitles the MEMBER to use the facilities under these rules and regulations. Allowing others to use the CLUB with your entry key tag or sneaking in a guest or child during unstaffed hours will result in immediate termination of your membership. Only children (age 12 – 17) on a Family Membership are allowed with 100% adult supervision during unstaffed hours until 9:00 pm.
2. MEMBER agrees to present and scan his/her membership upon entering the CLUB. MEMBER will scan key tag at the front door entrance to access facility after hours, or scan at front desk if entering during staffed hours. If MEMBER cannot present his/her key tag, then MEMBER agrees to announce his/her name to a staff member and understands that he/she may be asked to present identification.
3. MEMBER understands that a MEMBER under the age of 18 must be accompanied by an adult during unstaffed hours, and that MEMBER under the age of 18 is not allowed to enter the facility after 9:00 pm. No exceptions are allowed. Our insurance requires adult supervision for minors at all times.
4. MEMBER understands that if membership expires, the computer system will not allow MEMBER access to the CLUB. We strongly encourage MEMBER to keep track of membership dates.
5. MEMBER agrees that at all times when MEMBER is using the facilities of the CLUB, that MEMBER will strictly comply with all the terms and conditions of this Membership Agreement and the rules and regulations regulating the use of the facilities as may be in effect from time to time. MEMBER agrees that it is MEMBER's responsibility to seek out and familiarize himself/herself with the rules and regulations, as they exist for use of the facility.
6. If MEMBER violates this Agreement and the terms contained therein or any of the rules and regulations for use of the facility, the MEMBER shall not be entitled to a credit for any prepayment of dues or other fees due or paid pursuant to this Membership Agreement and the MEMBER's membership will be terminated by the CLUB.
7. MEMBER agrees and understands that there are risks associated with the use of the facilities and MEMBER further agrees and understands that MEMBER is assuming the risks associated with the use of the facilities and all equipment, including free weights, contained therein including the **risk of injury and death**. For and in consideration of the use of the facilities, MEMBER agrees to release, discharge, and waive any Claim against the CLUB and its owners, agents, employees and representatives from any and all damages, injuries or death resulting from the MEMBER's use of the facilities including but not limited to the exercise and associated equipment and athletic facilities, participation in fitness programs and exercise classes. The MEMBER represents that he/she is in good health and does not suffer from any infirmity, disease, impairment or physical conditions that would prevent MEMBER from participating in any of the activities and programs or use of the exercise equipment without suffering harm or injury. MEMBER represents to the CLUB that MEMBER either has the permission and approval of his physician to participate in the athletic activities, programs, and exercise classes and use of exercise equipment or if he/she does not have such permission, the MEMBER hereby assumes the risk of injury and death, which may result from such activities. **Initial** _____
8. MEMBER agrees that MEMBER shall abide by the CLUB dress code at all times while in the facility. Dress code includes clean, indoor sneakers and proper fitness attire, including a shirt. Swim attire is required for sauna use at all times.
9. MEMBER agrees not to enter the CLUB with wet or muddy shoes and understands that he/she must remove wet or muddy shoes before entering the CLUB and agrees to bring an additional pair of shoes for their workout. MEMBER further understands that open toed shoes, sandals, and flip flops are strictly prohibited on or near equipment.
10. MEMBER understands that no food or drink is allowed in the facility with the exception of water or sports drinks in a closed, unbreakable, spill proof container.

11. MEMBER agrees to use the provided towel and disinfectant to clean the equipment MEMBER used.
12. MEMBER agrees to return weight plates, dumbbells, benches, attachments, and any other accessories to their original location.
13. MEMBER agrees to maintain his/her personal hygiene throughout his/her workout in the CLUB.
14. MEMBER understands that the reception desk area is off limits during unstaffed hours and the surveillance system is monitoring that area.
15. MEMBER agrees that if MEMBER fails to use the CLUB facilities that shall not release the MEMBER from the obligation to make all payments required by the terms of this Membership Agreement.
16. MEMBER understands that automated billing of monthly dues will not be halted for any reason other than medically related issues that prohibit participation in exercise. Any such medical issue requires a letter from MEMBER'S physician expressing such limitation.
17. In the event a dispute arises between MEMBER and the CLUB which relates to this Membership Agreement, the events, negotiations, representations, and warranties which occurred or were made prior to the execution of this Membership Agreement or to MEMBER'S use of the CLUB facilities, exercise equipment, or participation in exercise classes or other programs including any injuries to the MEMBER, the dispute will be decided by arbitration in accordance with the commercial rules of the American Arbitration Association.
18. Should this Agreement be placed in the hands of an attorney for the violation of any provision contained herein, the parties agree the prevailing party shall be entitled to recover all costs and expenses resulting therefrom, including a reasonable amount as attorney's fees.
19. The parties hereby agree that the whole agreement between the parties relating to the subject matter hereof is contained in this Agreement and shall supersede any prior understandings, arrangements, commitments, or undertakings of the parties, whether written or oral, express, or implied.
20. This Agreement may not be amended or modified except by an instrument in writing executed by the parties hereto. Insurance regulations require that video surveillance cameras monitor this 24-hour fitness facility. By submitting this application, I agree that Fitness Central, LLC may photograph or videotape me, and may use those photographs or video footage for business related purposes. I release, indemnify, and hold harmless Fitness Central, LLC and its employees from any claim or liability related to that use, and waive all claims for myself, my heirs, successors and assignees against Fitness Central, LLC and all of its employees.

I acknowledge the membership agreement set forth above and agree to comply with Fitness Central, LLC's guidelines and hereby apply for membership.

Printed Name: _____ Date: _____/_____/_____

Signature: _____

REQUIRED PARENT/GUARDIAN SIGNATURE FOR MINOR PARTICIPANTS

I am the parent or legal guardian of _____, and am registering him/her to participate in a program/activity and/or membership offered by Fitness Central, LLC. I have read and reviewed this Agreement, and am voluntarily signing it on behalf of my child, in my capacity as parent and legal guardian. By signing below, I am agreeing on behalf of my child to be bound along with my child by all terms and conditions of this Agreement as set forth above, including but expressly not limited to those terms and conditions pertaining to the taking of photographs of program and activity participants, the use and publication of such photographs and the release of all claims associated therewith.

Printed Name: _____ Date: _____/_____/_____

Signature: _____