



F I T N E S S



215 Oak St., Manistique, MI 49854



906-250-9348



Yooperfitness@gmail.com

MEMBERSHIP AGREEMENT

This Membership Agreement (the "Agreement") is made between Yooper Fitness, Inc., a Michigan Corporation, and the undersigned member (the "Member"). This Agreement is made because the Member wishes to receive and Yooper Fitness, Inc. wishes to provide services in the form of fitness center membership, training sessions, defined herein, and fitness center services at Yooper Fitness's facility, which is located at 215 Oak Street, Manistique, MI 49854 (the "Facility" or "Facilities"). In this Agreement, the terms "you" and "your" refer to the Member. A "Training Session" is a time period in which a personal trainer provides instruction to a Member based on a tailored exercise program, which is designed for that Member and takes into account that Member's fitness objectives, level, and experience. A Training Session may include exercise counseling, instruction in the proper use of equipment and technique, group exercise and dietary suggestions.

I. BASIC MEMBERSHIP INFORMATION

1. Contact Information

Member information

First Name: _____ **Last Name:** _____

Address 1: _____

Address 2: _____

City: _____ **State:** _____ **Zip/Postal code:** _____

Cell Phone: _____ **Home Phone:** _____

Emergency Contact Name

Primary Contact Name: _____

Relationship to Member: _____

Phone Number: _____

2. Membership, Term, and Payment.

a. Membership. Your Membership entitles you to use the Facility until your Membership Expiration Date, below, and is created when you execute this Agreement, including fulfilling all Membership Qualifications according to Article II, below, and pay your Fee, defined below.

b. Fee. Your Fee includes your initial fee (“Initial Fee”), a maintenance fee to be billed annually (“Maintenance Fee”) and a fee based on the length of your membership (“Membership Fee”). Your Initial Fee and Maintenance Fee is due upon execution of this Agreement. Your Membership Fee may be paid in one (1) lump sum, or in equal monthly installments.

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 \text{Initial fee} & & \text{Membership Fee} & & \text{Maintenance Fee} & & \text{TOTAL DUE (Fee)}
 \end{array}$$

You opt to pay the Membership Fee in (Circle One): one lump sum OR equal monthly installments.

If you decide to pay in equal monthly installments, your payment is due on the first day of the month. Membership Start Date: ___/___/___ Membership Expiration Date (If applicable): ___/___/___

c. Billing Authorization – Automatic withdrawals are accepted with completion of attached Billing Authorization form.

3. Closings. From time to time, the Facility may partially or fully close and be unavailable for use for reasons including, but not limited to, renovation, repair, special events, or holidays. Yooper Fitness, Inc. will make every effort to minimize disruption to members during these periods. Hours of operation will be displayed in the Facility and may be modified from time to time.

II. MEMBERSHIP QUALIFICATIONS

1. All of the Required Forms must be completed and submitted to Yooper Fitness, Inc. prior to the use of any Facility or commencement of a Training Session. The Required Forms include (i) this Agreement; (ii) the Member/Trainer Agreement (if applicable); (iii) the Medical Waiver and Release Form; (iv) Membership Policies and Procedures. Required Forms are subject to change.

2. You attest that you are at least eighteen (18) years of age. **Initial:** _____

III. MEMBER RESPONSIBILITIES

1. Safe use of Facility and equipment: You agree to abide by all policies, guidelines, rules, and regulations (together, the “Yooper Fitness, Inc. Rules”) for safe use of the Facility and equipment, including following any verbal or written instructions provided by the Facility, and not endangering any other member. Yooper Fitness, Inc. rules are subject to change.

You agree to seek instruction from a personal trainer or other Yooper Fitness, Inc personnel in the use of all equipment, including, but not limited to, fitness machines, free-weights, and cardioaerobic equipment, prior to use.

You acknowledge and agree that:

- (i) there are risks associated with any strenuous athletic or physical activity, the use of exercise equipment, and participation in an exercise program;
- (ii) use of the Facility and exercise equipment is undertaken by you voluntarily;
- (iii) and such use may include the risk of serious bodily injury or death.

Initial: _____

2. Physician Consent. You agree that, prior to undertaking any physical activity at Yooper Fitness, Inc. including but not limited to Training Sessions, you will advise your physician of the details of the activities in which you plan to participate and will obtain your physician's consent to or approval of those plans.
3. Representation of level of health and fitness. You represent to Yooper Fitness, Inc. that you are in good health and have no disability, impairment, injury, disease, or ailment that prevents you from engaging in active or passive exercise or which would cause an increased risk of injury or adverse health consequences as a result of such exercise.
4. Yooper Fitness, Inc. will not provide medical treatment. You understand and acknowledge that neither the personal trainers nor Yooper Fitness, Inc. personnel have expertise in diagnosing, examining, or treating any medical condition. In the event you experience any illness, injury, discomfort, impairment, or other health problem (together referred to as a "Health Problem") prior to or during a Training Session or your use of the Facility, you agree to (i) immediately inform your personal trainer or Yooper Fitness, Inc. personnel of such Health Problem, and (ii) consult your physician and reconfirm your physician's consent to or approval of your continued participation in activities at or with Yooper Fitness, Inc.
5. You agree that while you are using the Facility or participating in a Training Session to refrain from the use and that you will not be under the influence of any (i) medication that may impair your physical or mental capabilities, (ii) alcohol, or (iii) drugs. You acknowledge and agree that such use or influence may increase the risk of serious bodily injury or death to yourself or others.
6. Yooper Fitness, Inc. urges you to not bring any valuables in the Facility. You agree that Yooper Fitness, Inc. will not be liable for the loss or theft of, or damage to, your personal property.

IV. RIGHTS TO CANCELLATION

1. MEMBER'S RIGHT TO CANCELLATION:

YOU MAY CANCEL THIS AGREEMENT WITHOUT ANY PENALTY OR FURTHER OBLIGATION BY CAUSING A WRITTEN NOTICE OF YOUR CANCELLATION TO BE DELIVERED IN PERSON OR POSTMARKED BY CERTIFIED OR REGISTERED UNITED STATES MAIL WITHIN THREE (3) BUSINESS DAYS OF THE DATE OF THIS AGREEMENT OR THE DATE OF YOUR RECEIPT TO THE ADDRESS SPECIFIED IN THIS AGREEMENT.

Your notice of cancellation shall be accompanied by the Required Forms, including this Agreement, your membership fob/card, and any other documents or evidence of membership previously delivered to you.

2. ADDITIONAL RIGHTS TO CANCELLATION

You or your estate may also cancel this Agreement if Yooper Fitness, Inc. receives written thirty (30) days' notice of Agreement termination. Membership dues and annual Maintenance Fees are nonrefundable if already charged.

In the event of the cancellation of this Agreement in the manner specified by this Section 2, Yooper Fitness, Inc. will stop all future charges from the date of the thirty (30) days' written notice. **Annual payment contracts are nonrefundable.**

3. Yooper Fitness, Inc. reserves the right to cancel this Agreement and terminate your Membership or other privileges granted by this Agreement in the event of a Member Default. A Member Default includes (i) your failure to comply with any of Yooper Fitness Rules; (ii) intentional or negligent misrepresentation of information contained in this Agreement, or; (iii) failure to make timely payment of your obligations under this Agreement. A terminated Member shall remain fully liable to Yooper Fitness, Inc. for all Fees and any other expenses payable to the Club.

V. MISCELLANEOUS

1. Confidentiality. Information you provide to Yooper Fitness, Inc. pursuant to this Agreement, including but not limited to that information provided in the Required Forms (the "Confidential Information"), will be treated by Yooper Fitness, Inc. and its personnel as confidential, and will not be released or revealed to any person outside of Yooper Fitness, Inc. without your express written consent or as required by law. Yooper Fitness, Inc. shall employ reasonable and appropriate safeguards to protect your Confidential Information. Notwithstanding the foregoing in this Section 1, you agree that Yooper Fitness, Inc. may use or allow such use by another of your Confidential Information in any manner so long as the Confidential Information is not personally identifiable to you.

2. Assignment. You may not assign, resell, or transfer to any other person or entity the rights allowed or obligations required by this Agreement.

3. Waiver. It is understood and agreed that no failure or delay of either party to this Agreement, in exercising any right, power, or privilege provided under this Agreement, shall operate as a waiver, nor shall any single or partial exercise preclude any other or further exercise or the exercise of any right, power, or privilege provided under this Agreement.

4. Governing Law. This Agreement shall be governed by the laws of the State of Michigan.

5. Enforcement. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, and the provision held invalid or unenforceable shall be deemed modified so as to give the provision the maximum effect permitted by applicable law.

6. Attorneys' Fees. In the event either party institutes legal proceedings against the other for breach of or interpretation of this Agreement, the party against whom a judgment is entered will pay all reasonable costs and expenses relative thereto, including reasonable attorneys' fees of the prevailing party at pre-trial, trial and all appellate levels.

Print Name

Signature

Date