



439 Keyser Avenue, Unit 2
Petersburg, WV, 26847
681-892-0161

Membership Information			
Name:			
Address:			
Phone:			
Email:			
Start Date:			
Membership Amount:			
Dues Reminder (Circle one)	Text	Email	None

- APPLICATION.** Members are to apply for membership at N2Fitness at 439 Keyser Avenue, Unit 2, Petersburg, WV 26847. Members are to represent and warrant that he/she is 18 years of age or older and all facts and information set forth in the Membership Application are true, correct and complete. However, membership may be considered for nominated applicants under 18 years of age, but NOT younger than 16 years of age; provided that the approval of a parent/ guardian of the member/proposed member forms part of the application.
- MEMBERSHIP FEES.** Fees are due on the first of every month. A 5-day grace period is given and on day 6 the members card access is terminated until dues are paid. The first month will be prorated. Dues can be paid in cash or by credit card.

Membership Type	Price
Standard	\$35
Veterans	\$30
Active Firemen/First Responders	\$30
Active Law Enforcement	\$25
Yearly	\$360
Daily Rate	\$5
14 Day Pass	\$20

3. **FEE GUARANTEE.** Membership fees may be modified from time-to-time by N2Fitness.
4. **MEMBERSHIP CARDS.** Members will be issued an individual membership card which will entitle them to enjoy the benefits of membership. Members will present his/her membership card for admittance and he/she will be responsible for the proper use of the card. He/she will not permit anyone else to use their membership card. If his/her membership card is not presented he/she will be required to purchase a replacement card before admittance is granted at a cost of \$5.00. Upon termination he/she will surrender their membership card(s). In the event that any Member using the 24-HOUR ACCESS incurs any damage, loss, or the like; to their electronic key, then the member will be liable for the replacement cost of such device. Members may be suspended until such device is replaced, and the cost for such device is recovered by N2Fitness. Members using the 24 HOURS ACCESS, MUST NOT; IN ANY CIRCUMSTANCES give, lend, sell, distribute; or the like; their electronic entry key to ANY other person(s), for any reason WHATSOEVER. Failure to comply will result in cancellation of membership, and may incur financial liability and/or criminal and/or civil prosecution.
5. **MEMBER'S RESPONSIBILITY.** All use of the N2Fitness shall be undertaken at member's sole risk, and N2Fitness and/or its Manager shall not be liable for any harm, injuries or damage to employee or personal property, or be subject to any claim, demand, liability or damages whatsoever, including, without limitation, those resulting from acts of active or passive negligence on the part of N2Fitness and/or its Manager, its successors or assigns, as well as its officers and agents, for all such claims, demands, liabilities, damages, actions or causes of actions. It is specifically agreed that N2Fitness and/or its Manager shall not be responsible or liable for articles lost, damaged or stolen in, about or in connection with the N2Fitness nor for loss or damage to any other of my property, including automobiles and contents. It is also agreed that any damages to N2Fitness and/or its Manager, or property or the property of any member by another member is the sole responsibility of the offending member.
6. **RULES AND REGULATIONS.** I acknowledge that N2Fitness operates under rules and regulations established for the safety, comfort and protection of members or other patrons and members will abide by and be bound by all posted rules and regulations, as well as by rules and regulations subsequently approved and posted or published by N2Fitness. Rules and regulations of N2Fitness, in effect from time-to-time, are incorporated into this Contract by reference and made a part hereof. Facilities, equipment, amenities, hours, service, regulations, and policies are subject to change, without prior notice, at the sole discretion of N2Fitness, and I accept such reasonable changes as a condition of contract.
7. **LOCKER ROOM.** N2Fitness allows its members to rent a locker for \$5.00 a month. Payment is due by the 5th day of each month.
8. **HOURS OF OPERATION.** N2Fitness is a 24 hour gym with access to a unisex locker room, men and women's bathroom, cubbies, and machinery.
9. **SECURITY.** Members using 24 HOURS ACCESS are required to become familiar with security devices operating at the Facility during the hours where the Facility is unstaffed. These include, but are not limited to; personal security devices (neck worn, or similar), emergency panic buttons, request to exit button, or the like. Members are to seek instruction for all such devices from N2F Staff, during normal business hours, and, PRIOR and to any 24 hours access use. The members will be liable, both for themselves and their "guest(s)" for ANY damage, loss, or the like; such as equipment. Members must understand acknowledge and accept that whilst in attendance at N2Fitness (including the carpark) that he/she may be recorded on CCTV, from time to time. That this recorded footage (and or stills) is primarily for the purpose of security, and may also be used for promotional purposes. Further he/she must understand and accept that this is not limited

to internal use, and may be release to the Police, Courts or Government authorities as required by law. Further members understand, acknowledge and accept that whilst in attendance at N2Fitness (including the carpark) outside of normal staffed operating hours (24 hours access), that members will be monitored by means of (but not limited to) computer door entry recognition and continual monitoring and recording (via CCTV).

10. **REFUSAL.** N2Fitness reserves the right to refuse admission and/or; cancel any membership; at its sole discretion; without prior notification or warning. All decisions are final, no reason or recourse will be accepted, or explanation or discussion entered into. In the event that a membership is cancelled by N2Fitness, NO refund of any payment by the member, including membership fees will be made.
11. **DRESS CODE.** Members acknowledge and accept that he/she is to wear suitable and appropriate clothing and footwear. This includes: tracksuits, sports shorts and t/shirts, polo shirts, sports singlets and the like; running shoes, gym and specific training (including gym orthotic) shoes. No thongs or sandals are acceptable. Gym clothing and footwear is to be free of debris and dirt.
12. **ALCOHOL, PRESCRIPTION AND ILLEGAL DRUGS.** N2Fitness members must acknowledge and accept that alcohol and illegal drugs are not permitted under any circumstance in the facility. If a member is taking prescription, or self-prescribed medical drugs, that they may not be taken or carried (not withstanding 'Ventolin or similar asthma medication) in the gym or associated areas. N2Fitness members will solely responsible for their effect, any outcomes for their use; whilst attending N2Fitness.

ACKNOWLEDGEMENT, REELEASE AND ASSUMPTION OF RISK

WARNING-This is an important document, which affects your legal rights and obligations. Read it carefully and do not sign it unless you are satisfied that you understand it and are willing to comply with the terms. If you have any questions please ask a staff member.

Definitions

Us or We means N2Fitness

You, Your, I, or Participant, means you (the entity) has signed or authorized by other legal means the Membership Application.

Agreement, Contract (including Terms & Conditions) means this document, which is bound inextricably to the Membership Application

1. Acknowledgement of Risks, Injury and Obligations

I ACKNOWLEDGE AND UNDERSTAND that whilst attending N2Fitness facilities and participating in various health and fitness activities that:

- 1.1 "I" may be physically injured (minor or severe), which may result in death.
- 1.2 My personal property may be lost or damaged or "I" may cause damage to others property.
- 1.3 "I" may cause personal injury (minor or severe) to other persons and they to me.
- 1.4 The conditions in which the activities are conducted may vary without warning.

1.4 I agree to assume the risk and responsibility for any injury, death or property damage resulting from participation in the activity at N2Fitness facilities.

2. NO REFUND POLICY

2.1 I ACKNOWLEDGE that under no circumstances will a refund be given for any unused portion of N2Fitness Membership, including 24 hours access.

In consideration of the acceptance by N2Fitness of my membership, and specifically on each occasion when I am admitted to (by the way of acceptance membership card and/or pass); or attend when unstaffed (24-hour access, by use of electronic key); a N2Fitness facility for participation in health and fitness activities; and except to the extent that the same may be precluded by law; I acknowledge and agree that;

3.1 I participate in the activity at my sole risk and responsibility.

3.2 “I” release indemnify against all action within my power; and hold harmless; N2Fitness, it’s related companies, business, directors, management, staff, agents and contractors from any and all actions and/ or claims which could be made by me; or on my behalf; or by other relates or nonrelated parties for in respect of or arising out of; any injury, loss, damage; event or death cause to me; or to my property, or to someone else or their property (where I am involved) whether by negligence, breach of contract, or in; or by; anyway whatsoever.

3.3 ALSO AGREE THAT in the event that “I” am injured or my property is damaged, “I” will bring no claim, legal or otherwise, against N2Fitness, it’s related companies, businesses and agencies; directors, management, staff, servant, agents and contractors, in respect of that injury or damage.

3.4 In the event that I use the 24-hour access (unstaffed), and that during this time I admit other persons “guest(s)” to the facility, I agree that I am doing so without the expressed knowledge and consent of N2Fitness. Furthermore, I assume all risk, liability and legal obligation, solely upon myself for any “guest(s)” that I allow entry to, whether or not they sustain loss, injury or death, either caused by me, or indirectly, either at the time of attendance or at a later time, as a result of their attendance at the N2Fitness facility.

4. Your Obligations, Club Rules & Code of Conduct - As a valued N2Fitness member, you are required to accept and comply with the following Policies, Procedures and Code of Conduct. You agree that they are in the best interests of all involved. You also agree that N2Fitness may, and has the right to; revoke and/or cancel your membership. You acknowledge and agree that:

4.1 All membership Rules and Conditions also apply equally (unless otherwise stated) to attendance at the N2Fitness facility outside of the normal staff operating hours (24-hour access).

4.2 N2Fitness reserves the right to revoke and/or cancel my membership, at any time; without prior warning or explanation; and to remove me; or to have me removed; from the N2Fitness facility premises (including where part of the facility, the carpark) forthwith. This includes, but is not limited to; my contravention of the N2Fitness “Code of Conductor for any reason which may be deemed to bring N2Fitness into dispute. I agree that no refunds will be given to me, or any guest of mine, removed as a result of this.

4.3 CONDUCT – I understand, acknowledge and accept that I am expected to have read the “Code of Conduct” rules and requirements as displayed at the specific N2Fitness facility. Further I accept and agree that I am expected to conduct myself in a respectful manner, at all times; and with all N2Fitness directors, management, staff, servants, agents and contractors; and all other members, guest and visitors, at all times, including; but limited to; the use of appropriate language.

4.4 NOISE LEVEL – I understand, acknowledge and accept that excess noise, bad language, shouting, dropping ‘dumbbells’, weights or equipment; is unacceptable. I understand and agree that if I conduct

myself with any of these behaviors; I may be issued with a once only warning. Further I understand and agree that a second offence will result in the immediate revocation and cancellation of my membership

4.6 DRESS CODE – I understand, acknowledge and accept that I am to wear suitable and appropriate clothing and footwear. This includes: tracksuits, sports shorts and t/shirts, polo shirts, sports singlets and the like; running shoes, gym and specific training (including gym orthotic) shoes. No thongs or sandals are acceptable. Gym clothing and footwear is to be free of debris and dirt.

4.7 VEHICLE PARKING - I understand, acknowledge and accept that all vehicles; including; but not limited to bicycles, motor cars, motorcycles, 4wd vehicles, trucks and the like; are to be parked at the specific N2Fitness facility, in the parking spaces provided, in the N2Fitness car park. Failing this, or due to unavailability of N2Fitness carparking, within common private car parks, or at public carparking (within the provisions of the ‘law’). Further I agree and accept that N2Fitness accepts no responsibility or liability whatsoever for vehicles, person or property, either at N2Fitness carparks, common private car parks, or at public carparking. I acknowledge and accept full responsibility for my vehicle parking whilst attending Planet Fitness.

4.8 MEMBERSHIP CARDS – I understand, acknowledge and accept that entry to N2Fitness is subject to the “Conditions of Entry” as displayed at N2Fitness facility. Further I understand and agree that my membership card must be produced each time I visit N2Fitness, otherwise I must pay the prescribed ‘casual’ visit fee for that attendance.

4.10 ATTENDANCE AND ACTIVITY- I understand, acknowledge and accept that as part of my general attendance at the N2Fitness facility, that ‘sports’ bags (or the like) are to be placed in lockers provided. If there is not a locker available, then I agree to follow the instruction of N2Fitness staff in respect of this. I understand and agree that I must have a clean towel with me while conducting health and fitness activities, and that I am responsible for loading, unloading and stacking weights, returning equipment to ready to use condition (for the next participant), and cleaning each apparatus once I have concluded its use. Further, I understand and agree that mobile phones, cameras and recording devices, glass water bottles and containers are not permitted in the gym or related areas.

4.11 MONITORING – I understand acknowledge and accept that whilst I am in attendance at N2Fitness (including the carpark) that I may be recorded on CCTV, from time to time. I agree and accept that this recorded footage (and or stills) is primarily for the purpose of security, and may also be used for promotional purposes. Further I understand and accept that this is not limited to internal use, and may be release to the Police, Courts or Government authorities as required by law. Further I understand, acknowledge and accept that whilst I am in attendance at N2Fitness (including the carpark) outside of normal staffed operating hours (24 hours access), that I will be monitored by means of (but not limited to) computer door entry recognition and continual monitoring and recording (via CCTV).

4.12 CHILDREN – I understand acknowledge and accept that no children (under 16 years of age) are permitted in the gym or associated areas.

4.13 ALCOHOL, PRESCRIPTION AND ILLEGAL DRUGS - I understand acknowledge and accept that alcohol and illegal drugs are not permitted under any circumstance in the facility. I understand and agree that if I am taking prescription, or self-prescribed medical drugs, that they may not be taken or carried (not withstanding ‘Ventolin or similar asthma medication) in the gym or associated areas. Further, I understand and agree that if I am taking prescription, or self-prescribed medical drugs, that I am solely responsible for their effect, any outcomes for their use; whilst attending N2Fitness.

4.14 ACCIDENT AND INCIDENT REPORTING – I understand acknowledge and accept that all accidents are to be reported to reception staff for action, and admission into the ‘Accident and Incident’

register. Further, I understand and agree to follow all instructions from N2Fitness staff in the event of an accident or incident. In the event that an accident or incident occurs during attendance outside of normal staff operating hours (24 hours access), I agree that I will log the event in the members access 'Accident and Incident' register. I agree that I have been shown the location of, and how to use this register. I also agree that I will report the incident no later than during the next session of normal staffed operating hours of the N2Fitness facility, by means of written account, which must be dated and signed by me, and delivered either in person or by electronic means (facsimile or email). In the event that I deliver this written account via electronic means I agree that I will contact N2Fitness staff via telephone to ensure that they have received the written account.

The below signed parties hereby enter into this gym membership contract with one another in acknowledgement and acceptance of the terms listed above.

X _____

N2 Fitness Representative Signature **Date:** _____

X _____

Member Signature **Date:** _____

X _____

Parent Signature(for members under 18 yr old) **Date:** _____