

KIM'S GYM, LLC

144 Old Stage Road, Suite C
Salida, Colorado 81201
(719) 429-5983

Membership # _____

MEMBERSHIP AGREEMENT

(PLEASE PRINT)

Name _____
Address _____ City _____ State _____ Zip _____
Employer _____ Position _____
Cell Phone _____ Home Phone _____ Email _____ Website _____
Drivers Lic. # _____ DOB _____ Referral _____
Emergency Contact _____ Phone # _____

MEMBERSHIP TYPE AND TERM

Option _____	Term _____	\$ _____
Details _____		
		Initiation Fee \$ _____
Start Date _____	End Date _____	Total Received \$ _____
		Type of Payment _____

**MEMBERSHIP PRIVILEGES, NOTICES, DISCLOSURES AND AGREEMENT
PLEASE READ CAREFULLY**

I understand and agree to the following terms and conditions:

The Membership Agreement (the "Agreement") is made between Kim's Gym LLC ("Kim's Gym" or the "Club"), a Colorado Limited Liability Company and the undersigned member (the "Member"). This Agreement is made because the Member wishes to receive and the Club wishes to provide use of Club facilities located at **144 Old Stage Road, Suite C, Salida, Colorado**. It is expressly understood that Kim's Gym has contracted with each Member for a specific term of use of the facilities. Therefore, I agree to pay the entire amount of the membership dues for this membership even if, during the term of the membership, I discontinue usage. Fees are not refundable and it is understood and agreed that failure to adhere to my training program in no way affects my obligation to complete payments of the agreed fees. A membership fee entitles a Member to use the facility at any time with membership key fob or open door entry with or without an attendant on duty. Members may not share their membership entry card with non members. Initials _____

I acknowledge that I have received the Kim's Gym Rules and Regulations (below) and I hereby agree to abide by and observe all the rules, regulations, policies and customs that are or may be in effect during the term of said membership. In the event that the Member fails to conduct him or herself in the manner prescribed and agreed upon herein, Kim's Gym shall not be liable for any resulting injury, loss or damage occasioned by such failure. Kim's Gym reserves the right to terminate any membership, for cause, without refund. "For cause" includes violation of Kim's Gym rules and regulations. Initials _____

Facilities, equipment, hours, services, regulations and policies are subject to change, without notice, at the sole discretion of Kim's Gym and Member agrees to accept such change as a condition to receiving this membership. Kim's Gym reserves the right to raise dues as needed, at any given time, for the growth and prosperity of the Club and its members. Any increase in dues will take place upon the renewal of a membership. Initials _____

Kim's Gym shall not be liable for loss, theft or damage to the personal property of the Member. Initials _____

We suggest a medical examination prior to any training program and that your physician is made aware of your intent to undertake physical activity. Use of this facility and its equipment does not constitute any promise, implied or otherwise, to achieve any specific fitness, strength, weight loss or other personal goals. Initials _____

Kim's Gym LLC

Date _____ Staff Member _____ Member _____
Signature Signature

EXCULPATORY AGREEMENT

I, we _____, the undersigned, am/are aware that my/our use of Kim's Gym and my/our participation in health and fitness activities, training and practice may pose to me/us a risk of injury.

I/we am/are aware that I/we might be injured or sickened while engaging in the following activities: training and stretching, use or misuse of resistance machines, cardiovascular machines and other exercise equipment, from falling either from the fall or due to striking objects while falling, partner practice, aerobic instruction and use of the club amenities.

I/we understand that there are other hazards not enumerated above which could cause injury.

I/we am/are aware that Kim's Gym does not provide teaching or training services without further agreement. I am aware that Kim's Gym's employees and agents are unlikely to have any medical expertise.

I/we hereby agree to accept any and all risks of injury while participating in health and fitness activities and that use of the Facility and exercise equipment is undertaken by myself/ourselves voluntarily. I/we explicitly exculpate Kim's Gym from any claim that it was negligent or failed to exercise reasonable care to protect against dangers of which it knew or should have known. Initials _____

I/we agree that I/we will not sue, or otherwise make any claim against Kim's Gym nor its employees, or agents, for personal or property injury or damage resulting from negligence or other acts, however caused by any act or omission of any employee, or agent of Kim's Gym, or as a result of my participation in health and fitness activities. The term of this exculpatory clause shall also be binding as to any other persons or members of my family, including minors who accompany me.

This agreement shall be interpreted and governed by the laws to the State of Colorado.

I AM OVER THE AGE OF EIGHTEEN AND I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS AS IS INDICATED BY MY INITIALS AND SIGNATURE. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND KIM'S GYM AND/OR ITS EMPLOYEES OR AGENTS AND I HAVE SIGNED THIS RELEASE OF LIABILITY OF MY OWN FREE WILL.

Kim's Gym LLC

Date _____ Staff Member _____ Member _____
Signature Signature

RULES AND REGULATIONS TO KEEP EVERYONE SAFE

All Kim's Gym rules and regulations are made with the best interest of our members in mind.

* Membership cards must be presented and scanned by barcode reader in order to gain entrance into the facility.

During UNSTAFFED hours members will slide their membership card for door entry and again at the desk to check their membership status. STAFFED hours will require only sliding membership card through the reader at the desk. Members will have a (5) day grace period if dues are not paid on due date with NO penalty. Greater than (10) days late will constitute no admission to the club. Special circumstances may apply and should be discussed with the owner.

- Do not wear jewelry of jeans or workout belts with buckles during use of upholstered equipment.
- Socks and clean shoes are required. Sandals may not be worn on the workout floor. All members must wear shirts.
- Please carry a towel to wipe sweat off the equipment and clean the equipment with the provided disinfectant to help keep everyone healthy.
- No food on the workout floor. Please use non-spill containers for fluid replacements.
- No children under 16 allowed unless special consideration is granted by Owner.
- PLEASE DO NOT SLAM OR DROP WEIGHTS, BARS, DUMBBELLS, WEIGHT STACKS, BENCHES OR ACCESSORIES.
- PLEASE BREAK DOWN YOUR WEIGHTS AND RETURN ALL EQUIPMENT TO THE RACKS FOR EASE OF USE FOR THE NEXT CUSTOMER.
- NO SMOKING, CHEWING OF TOBACCO OR DRINKING OF ALCOHOLIC BEVERAGES OR THE USE OF MARIJUANA OR ILLEGAL DRUGS WILL BE PERMITTED ON THE PREMISES.
- PLEASE PLACE GYM BAGS IN PROVIDED LOCKERS OR IN OTHER PROVIDED SPECIAL AREAS. LOCKS MUST BE PROVIDED BY THE MEMBER.
- ALL MEMBERS, GUESTS AND STAFF WILL BE TREATED WITH RESPECT AND DIGNITY. THIS INCLUDES ABSENCE OF PROFANITY.

The management and fellow members thank you for your cooperation and consideration.

Kim's Gym LLC

Date _____ Member Signature _____

MEMBER QUALIFICATIONS, RESPONSIBILITIES AND CONTRACT OPTIONS

Membership Qualifications

All required forms must be completed and submitted to the Club prior to the use of the facility or commencement of a training session. The required forms include: (1) this agreement, and (2) Health History Form.

Membership Responsibilities

1. Safe use of Facility and Equipment. You agree to abide by all policies, guidelines, rules and regulations (together, the **Club Rules**), for the safe use of the facility and equipment in order to keep a safe, friendly and productive training experience for all of our members. Club rules are subject to change.
2. If you desire it, you agree to seek instruction from a personal trainer in the use of all equipment including but not limited to fitness machines, free weights, cardiovascular equipment and any other accessories equipment prior to use. Training and instruction may be undertaken only in accord with a written agreement separate from the Membership Agreement.
3. You represent to the club that you are in good health and have no disability, impairment, injury, disease or ailment that prevents you from engaging in physical activity, active or passive, or which could cause an increased risk of injury or adverse health consequences as a result of such exercise.

Membership Contract Options

Members may put their memberships on hold ("Freeze") for a period of no longer than 3 months each year at no charge. A Freeze is effective only upon advance written notice to the Club sent either to the address as set forth in this Agreement. Email to KimsGym@yahoo.com or in person at the facility. During a Freeze you may not use the facility or engage in a training session. Your membership Expiration Date will be extended by the amount of the time of your freeze. You will not be billed during the Freeze time period.

Closings. From time to time the Facility may partially or fully close and be unavailable for the use of the members for reasons including, but not limited to, renovation, repair, special events or holidays. The Club promises to make every effort to minimize disruption of training sessions to our members during these periods. Hours of operation may be modified from time to time.

Cancellations. **You may cancel this agreement without penalty or further obligation by causing a written notice of your cancellation via delivery by USPS, email to KimsGym@yahoo.com, or in person at the facility within (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 card and any other documents or evidence of membership previously delivered to you.

In the event of your cancellation of this Agreement in the manner specified by the above statement, the Club shall refund all money paid by you to the Club, pursuant to this Agreement, within fifteen (15) business days of receipt of your notice of cancellation.

ADDITIONAL RIGHTS OF CANCELLATION

You or your estate may cancel this Agreement for any of the following reasons: (1) if upon a doctor's order, you cannot physically or medically receive the services because of significant physical or medical disability for a period in excess of three months. (2) in case of your death.

In the event of cancellation of this Agreement specified by one of these causes, the Club shall refund all monies paid by you to the Club for the term in which cancellation occurs, pursuant to this Agreement, within fifteen (15) business days of receipt of your notice of cancellation, except that the Club may retain the percentage of the Membership dues representing the amount of time that the health club services of facilities were used by you prior to cancellation.

The Club 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 (1) your failure to comply with any of the Club rules, (2) intentional or negligent misrepresentation of information contained in this Agreement, or (3) failure to make timely payment of your obligation under this Agreement. A terminated Member shall remain fully liable to the Club for all Fees/Dues and any other expenses payable to the Club.

Kim's Gym LLC

Date _____ Staff Member Signature _____

Date _____ Member Signature _____