

3 GUYS FITNESS 24-HOUR FITNESS MEMBERSHIP APPLICATION

Date: _____

Name: _____ MEMBER #: _____ CODE #: _____

Home Address: _____ State: _____ Zip: _____

Email: _____ Cell Phone: (____) _____

Emergency Contact: _____ Phone: (____) _____

Date of Birth: _____ Gender: M or F (circle one)

Membership Type: (To be filled out by 3 Guys Staff)

() Non-Corporate Membership () Senior Citizen () Student

() Corporate Membership Name of Corporation: _____

Payment Option: (To be filled out by 3 Guys Staff)

() EFT- Automatic Billing by Checking/Savings Account (must have voided check)

() Automatic Billing by Credit Card

() No Automatic Billing – Next Payment Due on: _____/_____/_____

1st Months Dues: _____ **Additional Months Dues:** _____ x \$ _____ = \$ _____

Set-up Fees: _____

Payment Total: _____

- All members are contracted for the length of their term.
- **Cancellation Policy: Members may cancel at any time without penalty. Please visit the office at 3 Guys Fitness. Accounts with automatic billing must cancel 3 days prior to the end of the month. Failure to do so may result in charge of next month's dues, regardless of attendance.**
- A one-time set-up fee will be charged to all new members, allowing 24 hour access to the facility.
- Payments are due 30 days from your sign-up date. Automatic billing payments will be processed on the 1st of every month.
- Members may freeze memberships at a rate of \$5/month. Freezing your account guarantees your membership rate.
- Allowing non-members to use your access codes is considered stealing and will be treated as such.

It is **IMPORTANT** that all members check in using the keypad. This enables us to know how many members are in the facility at any given time which helps to ensure the safety of the members and is required for fire code safety.

Do not allow anyone to follow in behind you. If they are not a member and are injured or involved in an incident, you could become liable.

I hereby authorize 3 Guys Fitness to initiate debit entries as shown in this application

Applicant's Signature: _____ **Date:** _____

PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

PLEASE READ BEFORE SIGNING

Name: _____ Age: _____

In consideration of being allowed to participate in any way in the programs, related events, and activities, I, the undersigned, acknowledge, appreciate, and agree that (please initial):

_____ 1. The risk of injury from the activities involved in 3 Guys Fitness is significant, including the potential for permanent paralysis and/or death.

_____ 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

_____ 3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence of participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

_____ 4. I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS 3 GUYS FITNESS, LLC., it's officers, officials, agents, and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises use to conduct events (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY, OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by the law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

APPLICANTS SIGNATURE: _____ Date: _____

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above all the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

PARENT/GUARDIAN SIGNATURE: _____ Date: _____

RULES AND REGULATIONS

1. 3 Guys Fitness is not staffed at all times and members agree to follow all rules and use common sense while inside the facility. There are monitored security cameras 24 hours a day, 7 days a week.
2. Sexual harassment will result in IMMEDIATE termination of membership.
3. Members should have the permission of his/her primary care physician before starting any type of exercise program or before starting any type of exercise. Female members who wish to participate in any exercise or exercise program during pregnancy must have written permission from their physician.
4. All members must manually enter their member ID at the entrance. Members must enter ID number even if another member is holding the door open.
5. Members are prohibited from allowing others to use his/her member ID number. Any member found giving out his/her ID number will have membership revoked and be prosecuted by law. Init: _____
6. Members are not allowed to permit any other person to enter the facility unless they are a registered guest. Staff must be present for guests to be allowed to enter the facility. Init: _____
7. Membership Definitions:
 - a. Individual: 18 years or older for independent use of facility.
 - b. Youth: Applicants 12-18 years. Must have parent or legal guardian co-sign application. Members 12-16 must have parent, guardian, or responsible adult supervision while in the center.
 - c. Corporate: Memberships must be approved by management. A membership will only be classified as corporate after 5 or more individuals from a specific corporation apply.
8. All members and guests must be clothed appropriately at all times. CLEAN Closed-toe shoes must be worn. Change into your gym shoes once inside the facility. Cut-off jeans or jeans are not permitted (the metal in jeans may damage our equipment).
9. Members are responsible for their own personal possessions and keeping lockers locked while using the facility. Lockers are not permitted for overnight use unless rented from 3 Guys Fitness. 3 Guys Fitness and its employees are not responsible for items placed in lockers or cubbies.
10. Smoking, smokeless tobacco, alcohol, or the use of non-prescription drugs is strictly prohibited within 3 Guys Fitness and in the parking lot.
11. Free weights, including plates, dumbbells, and barbells, must remain on the rubberized surface at all times. For the safety of our members and staff, please re-rack all dumbbells and weight plates in their designated area.
12. Members are not to drop weights or do anything that would jeopardize the facility or equipment.
13. It is prohibited for anyone, excluding authorized law enforcement officers, to bring or have in possession a weapon, explosive, or other items classified by law as a weapon at the facility.
14. I understand that I am exercising at my own risk and under no circumstances will I hold 3 Guys Fitness responsible for any type of injury. I understand that by signing below, I am acknowledging 3 Guys Fitness will not be held responsible for any type of injury.

I have read and understand these Rules and Regulations as set forth by 3 Guys Fitness. By signing this, I am committing that I will uphold and abide by all Rules and Regulations of 3 Guys Fitness, LLC.

Applicant's Signature: _____ **Date:** _____