



699 Washington Blvd, Suite B5
Roseville, CA 95678
916-320-7279
www.ironaddictiontraining.com

**IRON ADDICTION, L.L.C.
GYM MEMBERSHIP AGREEMENT**

Requested 4-6 digit code for door entry: _____

Full Name: _____ Male Female

Home Address: _____ City: _____ State: _____ ZIP: _____

Date of Birth: ____ / ____ / ____ Home Phone: (____) _____ Cell Phone: (____) _____

Alternate Phone: (____) _____ Email Address: _____

The undersigned ("Member"), desires to become a member of **IRON ADDICTION, L.L.C. ("Iron Addiction")**, and agrees to the following terms and conditions:

1. PAYMENT OF MEMBERSHIP FEES. All payments to *Iron Addiction* are final and can be made by one of the following options:

Annual Payment: Under this option, a payment in the amount of \$300.00 must accompany the Application.

Monthly Draft Payment: Under this option, a payment in the amount of \$30.00 must accompany the Application.

2. TERM. All memberships of *Iron Addiction* are either month-to-month or annual (when paid in full), and payments are due in advance. Automatic drafts will not be canceled without thirty (30) days written notice, either by certified mail, hand-delivery to the management of *Iron Addiction*, or by electronic means (*i.e.*, email). No refunds will apply.

3. DEFAULT/REMEDIES. Any monthly payment received more than ten (10) days after the due date shall be subject to a late charge of ten percent (10%) of the amount due or Twenty Dollars (\$20.00), whichever is greater.

4. MEMBERSHIP ACCESS. Member will be issued an access code, which will entitle Member to enter the premises and enjoy the use and benefit of the facilities of *Iron Addiction* (collectively, the "Facility"). Member agrees not to allow any other person(s) access to the Facility using Member's access code, and Member will not allow anyone to enter the Facility along with Member. Member agrees to safeguard the identity of the access code. Should Member violate any conditions of Membership Access, the membership may be revoked with no refund, and criminal prosecution may be applicable.

5. FACILITY AND HOURS OF OPERATION. The Facility is an unmanned fitness center and, with the exception of any closures for maintenance or any mandatory shutdowns by property management or any governmental authority, is open twenty-four (24) hours, three hundred sixty-five (365) days a year.

7. RELEASE AND WAIVER OF LIABILITY. Member recognizes that there are hazards and risks connected with physical fitness training. These risks include, but are not limited to, abnormal blood pressure, fainting, heart disorders and heart attack, dehydration, heat exhaustion, sprains, muscle strain, blisters, stress fracture, shin splints, tendonitis, cartilage tears, bursitis, back pain and bruising of joints. Exercise beyond one's physical limits and/or accidents involving exercise equipment may result in serious injury or even death. Member agrees to defend, indemnify and hold harmless **Iron Addiction** against any loss, damage or expense incurred by reason of any claim or liability based upon personal injury (including death) or property damage arising out of the negligent or intentional action of Member. Member further agrees to release **Iron Addiction** and its owners, officer, agents, employees and/or affiliates from any and all liability arising out of injury to Member, and further agrees to defend, indemnify and hold **Iron Addiction** its owners, officers, employees and/or affiliates free and harmless from against the same. Member acknowledges that surveillance cameras are in use for the protection of the Facility, its equipment and its members. Member hereby consents to being photographed and/or recorded for such purposes.

9. RULES AND REGULATIONS. Member acknowledges that **Iron Addiction** operates under rules and regulations established for the safety and protection of its members, and agrees to be bound by such rules and regulations, as well by the rules and regulations subsequently approved and posted or otherwise published by **Iron Addiction**. Such rules and regulations in effect from time to time are incorporated into this Agreement by reference. Facilities, equipment, hours, service, regulations and policies are subject to change from time to time, without prior notice, in the sole discretion of **Iron Addiction**. Member agrees to accept such reasonable change(s) as a condition of membership. Member additionally recognizes:

a. Under no circumstances shall Member move exercise equipment or use the equipment in any manner not authorized by **Iron Addiction**.

b. All equipment shall be wiped down by Member after each use, with the supplies provided by **Iron Addiction**.

c. This membership is for Member, and Member only, and Member will not give access to another individual.

d. Member will not misuse the equipment.

e. All members must be at least eighteen (18) years of age, unless otherwise authorized by **Iron Addiction**.

f. Members shall conduct themselves in a quiet, well-mannered fashion so as not to cause any disturbance which may interfere with the use and enjoyment of the Facility by any other member. Profanity or indecent language and/or behavior will not be tolerated. Any conduct deemed by **Iron Addiction**, in its sole discretion, to be offensive, potentially harmful, dangerous or abusive will not be tolerated, and shall be grounds for termination of Member's membership by **Iron Addiction**.

g. **Iron Addiction** shall not be responsible for any lost or stolen items.

h. Member should not occupy any equipment for an extended period of time. Member should allow others waiting to use such equipment to work into their rotation.

i. The climate of the Facility is controlled by **Iron Addiction** and is set to provide the optimum exercise environment for the majority of its members. Members shall not change or seek to change any environmental controls and shall never prop open any doors or windows to the Facility for any purpose.

10. PROHIBITED ACTIVITIES. Alcohol, drugs (including steroids), and smoking are prohibited

within the Facility. Member agrees not to use the Facility or engage in any activity at **Iron Addiction** while under the influence of drugs, alcohol, or medication that may impair Member's ability to operate the equipment. No weapons of any kind are allowed. No photography, videotaping, filming or audio recording is permitted within the Facility without the express written consent of **Iron Addiction's** management. **Iron Addiction** reserves the right, in its sole discretion, to limit the consumption of food or beverages, or to the use of outside equipment within the Facility. Gambling or gaming is prohibited within the Facility or on the premises.

11. DRESS/TOWEL POLICY. **Iron Addiction** requires that members wear appropriate clothing and footwear while in the Facility. Appropriate clothing includes gym shorts, T-shirts, jogging suits, aerobic wear and sweat outfits. Street clothing and jeans are not considered appropriate clothing. Street shoes and black-soled shoes are prohibited within the Facility. Member agrees to have a cloth towel during workouts to protect and clean the equipment after Member's use.

12. MEMBERSHIP TYPES. **Iron Addiction** offers only a 24 hour *full access* membership (which allow access at all times).

13. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

14. HEADINGS. The headings in this Agreement are inserted for convenience only and shall not constitute a part of this Agreement.

15. BINDING EFFECT. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

16. ENTIRE AGREEMENT. This Agreement, including the schedules, lists and other documents referred to in this Agreement which form a part of this Agreement, embody the entire agreement and understanding of the parties with respect to the subject matter contained in this Agreement. There are no restrictions, promises, warranties, covenants or undertakings, other than those set forth or referred to in this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to each subject matter.

17. GOVERNING LAW. This Agreement, and all documents mentioned herein by reference, shall be governed by the laws of the State of Oklahoma.

18. FURTHER ASSURANCES. The parties agree to execute such further documents as may be necessary, proper or convenient, for the purpose of fully effectuating the terms and conditions of this Agreement.

19. SUSPENSION AND TERMINATION. I understand that **Iron Addiction** may suspend or terminate my membership at any time, in its sole and absolute discretion, for non-payment of Membership Fees or for violation of any of **Iron Addiction's** policies and procedures, and that in so doing, **Iron Addiction** assumes no further liability to adhere to the terms of this Agreement.

20. ACCEPTANCE OF TERMS. As a Member, I understand that I am entitled to use the Facility within the scope of the membership that I have selected, and that I am obligated to pay my dues and fees regardless of whether or not I use the Facility. I agree to promptly update **Iron Addiction** of any change in my

contact information (including address, telephone number or email address) or change in credit information.

I certify that I have read the foregoing Membership Agreement, and that by signing below, I acknowledge that I understand and agree to be bound by all of the terms and conditions hereof. I further acknowledge that a fully executed copy of this Membership Agreement has been provided to me.

Member's Signature

Print Name

Date



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Gym Membership Credit Card Transaction Agreement

Name: _____ Date: _____

Select membership below:

\$25/month: individual gym membership for current personal training or remote training clients

\$30/month: individual gym membership for new members

\$300: one time annual payment

Automatic billing will begin immediately and continue until canceled by the client. Billing will occur on the same date each month.

Cancellation of membership must be submitted within 10 days of your next billing.

CC #: _____ Expiration Date: _____

V-Code (3 digit code on back of card): _____

Name on Credit Card: _____

Billing Address: (Address credit card bill is received, include zip code)

Email Address: _____

Client Signature

I agree to pay the total amount shown above in compliance with the cardholder agreement.