

DIAMOND STRENGTH FITNESS
MEMBERSHIP AGREEMENT

1. Member's Name: _____

2. Address: _____

3. Phone Number: _____

4. Driver's License No. and State Issuing: _____

5. Age: ____ (If under 18 years of age, parent/guardian should complete consent, below.)

6. Date of Birth: _____

7. This Membership Agreement between Member, listed in section 1, above, and **Diamond Strength Fitness** is on a per class ____ month-to-month ____ Quarterly ____ basis at the initial dues rate of _____ per month payable in advance. A late fee of _____ will be applied for any payments after the fifth of the month. A charge of \$25 will be made for any checks returned due to insufficient funds. Late payment and payment with an insufficient funds check violate the studio's rules. The Studio may change membership dues under this Agreement by posting notice of such change in the studio at least 30 days in advance of such change.

8. Member agrees to keep and obey all rules and regulations now in force or in the future prescribed by the Studio, for the use of the Studio training facilities, premises, and equipment therein, and the Studio reserves the right to revoke this membership for cause if Member fails to keep and obey any of such rules and regulations, or for reasons of nuisance, disturbance or other members or staff, moral turpitude or fraud. Without limiting Member's obligation to obey the rules and regulations of the Studio presently in force or in the future prescribed, Member agrees that he will obey the following rules by:

- a. Always considering other members' rights and privileges while he is training;
- b. Always paying her/his membership dues on or before the fifth of each month - or pay a late fee;
- c. Always replace all equipment where it belongs;
- d. Always following directions on the proper use of the training equipment and asking for directions when necessary;
- e. Never dropping dumbbells or barbells on the floor;
- f. Always disposing of trash in the proper places;
- g. Always treating members and staff with fullest respect and courtesy at all times;
- h. Always accepting fullest responsibility for any damage done to equipment due to his misuse of the equipment.

9. Without limiting the Studio's ability to terminate this membership for cause, the Studio may terminate this membership for any reason at the end of any given month. If the Studio elects to so terminate, the Studio will refund a pro rata portion of any dues applicable to future month(s).

10. It is expressly understood and agreed that this contract is not assignable or transferrable by Member and no rights or privileges granted by this membership can be transferred or assigned by Member.

11. It is further agreed that all exercises including the use of weights, number of repetitions, and use of any and all machinery, equipment, and apparatus designed for exercising and the use of the Studio's premises and facilities shall be at the Member's sole risk. Notwithstanding any consultation on exercise programs which may be provided by Studio employees or agents, it is hereby understood that the selection of exercise programs, methods and types of equipment shall be Member's entire responsibility, and the Studio shall not be liable to Member or Member's family for any claims, demands, injuries, damages, or actions arising due to injury to Member's person or property arising out of or in connection with the use by Member of the services and facilities of the Studio or the premises where the same is located. If Member brings any personal property onto the premises of the Studio or onto the Studio's parking area, Member takes such action at Member's sole risk. It is hereby understood that the Studio is not responsible in any way for damage to or loss of any personal property which Member brings onto the premises of the Studio or onto the Studio's parking area, including but not limited to, losses due to theft, damage, or car accident. Member hereby holds the Studio, its successors, assigns, owners, officers, directors, employees, and agents harmless from all claims which may be brought against them by Member, on Member's behalf, by Member's family, and Member's executors, administrators, and personal representatives for any such injuries or claims aforesaid and Member for himself and on behalf of his family, executors, administrators, and personal representatives does hereby forever release and discharge the Studio, its successors, assigns, owners, officers, directors, employees, and agents from all claims, demands, injuries, damages, actions, losses and expenses. This section will survive any cancellation of this Agreement.

- (1) NOTICE TO PURCHASER: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT OR IF IT CONTAINS BLANK SPACES.**
- (2) IF YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER OF THIS GYM, YOU MAY CANCEL THIS CONTRACT COMING IN AND CANCELING IN PERSON ONLY.**
- (3) IF THE STUDIO GOES OUT OF BUSINESS AND DOES NOT PROVIDE FACILITIES WITHIN 10 MILES OF THE FACILITY IN WHICH YOU ARE ENROLLED OR IF THE GYM MOVES MORE**

THAN 10 MILES FROM THE FACILITY IN WHICH YOU ARE ENROLLED, YOU MAY CANCEL THIS CONTRACT IN PERSON ONLY.

**(4) IF YOU DIE OR BECOME TOTALLY AND PERMANENTLY DISABLED AFTER THE DATE THIS CONTRACT TAKES EFFECT, YOU OR YOUR ESTATE MAY CANCEL THIS CONTRACT AND RECEIVE A PARTIAL REFUND OF YOUR UNUSED MEMBERSHIP FEE BY MAILING A NOTICE TO THE STUDIO STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE STUDIO MAY REQUIRE PROOF OF DISABILITY OR DEATH. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS:
5505 STATE RD. PARMA OH 44134**

MEMBER ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS AGREEMENT EXECUTED BY BOTH GYM AND MEMBER AND ACKNOWLEDGES THE AGREEMENT TERMS.

Signed by Member: _____

Date: _____

Diamond Strength Fitness Representative: _____

Date: _____

PARENTAL/GUARDIAN CONSENT

The undersigned persons are the parents or guardians of the Member in this membership agreement and make this agreement for the purpose of enabling the Member to use the Diamond Strength Fitness training facilities. The undersigned persons consent to the Member using the Studio training facilities and are aware of the risks involved in such use. The undersigned persons further agree that this consent shall constitute a bar to any recovery by them for any loss to them due to such use, including but not limited to loss of the Member's services or companionship or loss of or damage to any personal property. The undersigned persons hereby hold the Studio, its successors, assigns, owners, officers, directors, employees, and agents harmless from all claims which may be brought against them by the undersigned persons, Member or on Member's behalf or by Member's family for any such injuries or claims aforesaid and the undersigned persons for themselves and on behalf of Member and his family, executors, administrators, and personal representatives do hereby forever release and discharge the Studio, its successors, assigns, owners, officers, directors, employees, and agents from all claims, demands, injuries, damages, actions, losses and expenses.

Signed by Parent/Guardian
Relationship to Member: Father; Mother; Guardian; Other (state relationship)
Print Name:
Date:

Signed by Parent/Guardian
Relationship to Member: Father; Mother; Guardian; Other (state relationship)
Print Name:
Date:

STUDIO USE

Verified Driver's License Information: Member Parent/Guardian Parent/Guardian