



MEMBERSHIP AGREEMENT

Northborough Fitness | Phone: (508) 466-8323
 www.NorthBoroughFitness.com

Name:		
Mailing Address:		
City, State:	Zip Code	Home Phone:
Email:		Cell Phone
Employer:	Emergency Contact:	Emergency Phone:

MEMBERS WITH ACCESS TO CLUB FACILITY

Primary Member:	M / F	DOB:	Key #
Family Member:	M / F	DOB:	Key #
Family Member:	M / F	DOB:	Key #
Family Member:	M / F	DOB:	Key #

MEMBER ASSUMPTION OF RISK AND RELEASE

I assume all risks of injury and waive all rights to pursue money damages or any other relief of any kind as a result of anything occurring at or near NORTHBOROUGH FITNESS club. In the event I am injured while on NORTHBOROUGH FITNESS property or during a NORTHBOROUGH FITNESS-sponsored event, I will hold harmless the club owner, GSG Enterprise, Northborough Fitness and all of their respective owners, employees, agents, successors and assigns from all claims of any sort for damages or for other relief, including but not limited to claims for contribution. I understand and agree that NORTHBOROUGH FITNESS is unsupervised fitness center and no employee is on site to help me use the equipment or exercise in the manner that I choose to exercise. I acknowledge there is possible danger connected with any physical activity (including the dangers of physical injury and death) and knowingly and voluntarily waive my right to make a legal or equitable claim of any sort against the club owner, Northborough Fitness, GSG Enterprise and all of their respective owners, employees, agents, successors and assigns from all claims of any sort for damages or for other relief, including but not limited to claims for contribution. This assumption of risk and waiver of liability applies to my family members, successors, heirs and assigns.

PHYSICAL CONDITION AND NO MEDICAL ADVICE. I represent that I am in good physical condition and have no medical reason or impairment that might prevent me from my intended use of Northborough Fitness facilities. If I have any health or medical concerns now or after I join, I will discuss them with my doctor before using the facilities.

I expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of Massachusetts and if a portion of this release is held invalid, the balance shall remain in full force and effect. This release shall apply to my heirs, assigns, personal representatives and any other next of kin. I understand that the club is relying on this release in agreeing to enter into this agreement.

I have read the release of liability and assumptions of risk agreement and fully understand its terms and the I have given up substantial rights by signing it, and sign it freely and voluntarily with out any inducement.

Additional terms and conditions—I hereby confirm that I am aware of and agree to the terms and conditions on both the front and back of this document.

Member Signature: _____

Date: _____

MEMBERSHIP TYPE _____

MEMBERSHIP TERM	
Membership Dues	\$
Processing Fee	\$
Total	\$
Down Payment	\$

PAYMENT PLAN

I agree to and understand the following payment plan:

\$	PER MONTH
FOR	CONSECUTIVE MONTHS
BEGINNING _____ / _____ / _____	

AUTO RENEWAL PROGRAM

At the end of your commitment period, you may cancel your membership at any time with a 30-day cancellation notice.

ANNUAL MEMBERSHIP FEE of \$39 will be billed approximately 90 days after start date. Annual fee is billed one time per year while membership is active.

MEMBERS INITIALS: _____

AUTHORIZATION FOR PREAUTHORIZED PAYMENTS

We hereby authorize Northborough Fitness and the designated billing company to charge account listed below for the purpose of paying membership dues, including any late fees or service fees, as well as other purchases.

BANK NAME OR CARD TYPE	
ROUTING NUMBER:	
ACCOUNT NUMBER:	Expiration Date:
SIGNATURE:	DATE:

For all billing inquiries, member cancellations or other issues, please contact your club directly. You may also email us at getfit@northboroughfitness.com and a representative will call you back. Please make sure to list your full name, question or issue, and the best phone number to reach you at.



ADDITIONAL TERMS AND CONDITIONS

1. **I understand and agree that the NORTHBOROUGH FITNESS is an unsupervised fitness center and no employee is on site to help me use the equipment or exercise in the manner that I choose to exercise.** I acknowledge there is possible danger connected with any physical activity (including the dangers of physical injury and death) and knowingly and voluntarily waive my right to make a legal or equitable claim of any sort against the club owner, Northborough Fitness, GSG Enterprise and all of their respective owners, employees, agents, successors and assigns from all claims of any sort for damages or for other relief, including but not limited to claims for contribution.
2. **Use of club.** I will not allow any non-member to use my access card. I may bring a guest during staffed hours only and only after arranging for a pass with club staff. I understand and agree that I will be responsible for any claims, damages and charges made by or caused by an unauthorized guest I allow in.
3. **DAMAGED, LOST OR STOLEN PROPERTY.** I understand that the club owner and Northborough Fitness are not responsible for any of my personal property that is damaged, lost or stolen while in or around any Northborough Fitness location. I understand and agree that I am liable for all damage I cause to the equipment or physical infrastructure of the club facility and will reimburse Northborough Fitness for any damage I cause.
4. **PHYSICAL CONDITION AND NO MEDICAL ADVICE.** I represent that I am in good physical condition and have no medical reason or impairment that might prevent me from my intended use of Northborough Fitness facilities. If I have any health or medical concerns now or after I join, I will discuss them with my doctor before using the facilities.
5. **MEMBER OBLIGATIONS:** (1) MEMBER agrees to abide by all CLUB policies, follow the directions of the staff regarding safety and security issues, and to treat the staff and other MEMBERS with courtesy. (2) MEMBER agrees to pay monthly dues on time, including notifying the CLUB promptly if banking or credit card information used for automatic payment changes, or to be charged a declined payment fee and/or a late fee per delinquent payment. (3) MEMBER agrees to pay all costs of collection incurred by the holder of this agreement if this account becomes more than 60 days past due. (4) MEMBER agrees to continue to fulfill the financial obligation of this agreement, except as allowed below.
6. **MEMBERSHIP FREEZE POLICY:** If you become temporarily disabled for more than four consecutive weeks, you may freeze your membership for up to three months. The request must be made in writing and the CLUB may require proof of the disability. Time may be frozen for up to 3 months and requires medical proof of disability to extend the freeze past 3 months. Regular payments and time will be added to the end of the existing membership term.
7. **MEMBER must present upon entering the CLUB his/her membership card.** MEMBER agrees that MEMBER may be denied access to the CLUB without his/her membership card.
8. **MEMBER agrees to abide by all membership regulations of the CLUB.** MEMBER agrees to comply with stated and customary rules for participation and use of equipment. Unless canceled as provided in this Agreement, MEMBER will be responsible for all payments due and owing under this Agreement, even if MEMBER does not use the CLUB's facilities and services. However, in the event of death or disability, liability for fees will terminate as of the date of death or disability. If the CLUB becomes temporarily unavailable due to an event such as fire, flood, loss of lease, or the like, we will extend the MEMBER's membership privileges for the period the facilities were unavailable.
9. If MEMBER violates this Agreement and the terms contained therein or any of the rules and regulations for use of the facility, the CLUB may suspend the MEMBER'S right to use the facility until such time as the MEMBER provides the CLUB with reasonable assurance of future compliance. During the period of any such suspension, the MEMBER shall not be entitled to a credit for any prepayment of dues or other fees due or paid pursuant to this Membership Agreement. In the event MEMBER continues to violate the terms of this Agreement or the rules and regulations governing the facility, the MEMBER'S membership may be terminated by the CLUB, and the balance of the contract declared due and payable in full immediately.
10. MEMBER agrees that he/she shall not engage in any type of commercial or business activity while using the facilities. MEMBER shall not act as a trainer for any other MEMBERS or guests and any acts which constitute such business activities are strictly forbidden. If MEMBER engages in such commercial or business activities MEMBER's membership shall be subject to immediate cancellation and the balance of the contract declared due and payable in full immediately.
11. MEMBER agrees that if MEMBER fails to use the CLUB facilities that shall not release the MEMBER from the obligation to make all payments required by the terms of this Membership Agreement.
12. **Arbitration:** All disputes (except small claims under \$1,000) will be settled by binding arbitration before a single arbitrator under the authority of the Federal Arbitration Act, conducted by and in accordance with the rules and procedures of the American Arbitration Association. The arbitration will take place in the county in which this CLUB is located unless otherwise agreed. The decision of the arbitrator will be final and binding on all parties and may be enforced by a judgment entered upon the arbitration award by any state or federal court in this state.
13. Should this Agreement be placed in the hands of an attorney for the violation of any provision contained herein, the parties agree the CLUB shall be entitled to recover all costs and expenses resulting there from, including a reasonable amount as attorney's fees.
14. The parties hereby agree that the whole agreement between the parties relating to the subject matter hereof is contained in this Agreement and shall supersede any prior understandings, arrangements, commitments, or undertakings of the parties, whether written or oral, express, or implied.
15. This Agreement may not be amended or modified except by an instrument in writing executed by the parties hereto.
16. MEMBER authorizes the CLUB, and any third party billing service to contact them by e-mail or telephone.
17. All MEMBERS have access to a free orientation to the facility and the proper use of its equipment. It is the MEMBER'S responsibility to request this orientation.
18. It is each MEMBER's individual responsibility to wipe down the equipment and re-rack the weights they use.
19. Cell phones are not permitted in the cardio area. Photography and/or videography are not allowed anywhere in the CLUB.
20. Age Requirements – Persons under the age of 14 are not permitted in the CLUB.

CONSUMER'S RIGHT TO CANCELLATION

YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION BY CAUSING A WRITTEN NOTICE OF YOUR CANCELLATION TO BE DELIVERED IN PERSON OR POSTMARKED BY CERTIFIED OR REGISTERED UNITED STATES MAIL WITHIN THREE (3) BUSINESS DAYS OF THE DATE OF THIS CONTRACT OR THE DATE OF YOUR RECEIPT, TO THE ADDRESS SPECIFIED IN THIS CONTRACT.

ADDITIONAL RIGHTS TO CANCELLATION

You or your estate may also cancel this contract for any of the following reasons: 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; in case of your death; If the health club services to be provided under this contract are not available because the seller fails to open a planned health club or location, permanently discontinues operation of a health club or location, or substantially changes the operation of a health club or location. If you move either your residence or your place of employment more than 10 miles from any health club operated by the seller or a substantially similar health club which will accept the seller's obligation under the contract. **IMPORTANT NOTICE:** Memberships which are canceled under the medical or relocation cancellation provisions must give 30 days written notice of such cancellation, accompanied by proof of said disability or relocation and will be assessed a \$50 cancellation fee. Acceptable proof of disability includes written documentation from a doctor stating that you will be unable to use a substantial portion of the CLUB's facilities for a period of time in excess of three months. Acceptable proof of relocation includes a newly issued driver's license showing a different address than the one given in this Agreement or a new utility bill in MEMBER's name. Any payments due prior to cancellation taking effect will still be due and payable. Your account must be current before any cancellation will take effect. To cancel for any of the above reasons, send or deliver a written notice to the CLUB or to the Designated Billing Company.