



Membership Agreement

Jefferson Fitness LLC
1361 Washington Street
Jefferson, GA 30549
706-621-6080
customerservice@jefferson-fitness.com

Account #: _____

Primary Member Last name: _____ First name: _____ MI: _____

MEMBERSHIP TERMS

DEFINED TERMS In this agreement, "Club Owner" refers to Jefferson Fitness LLC. "Club Location" refers to the club at which this agreement is signed. "I" and "member" refers to the person(s) whose name(s), signature(s) and initials appear on this document. "The primary member" refers to the member listed above. The "Billing Date" is the day of the month specified below upon which the next month's dues will be due and payable. The primary member may initial and approve this agreement on behalf of spouse and children. However, if the adults on this membership are not married to each other, they each must initial and sign below individually.

MEMBERSHIP CANCELLATION AND REFUND _____ (primary member initials) I may cancel by delivering or mailing written notice to the club at the address above before midnight of the seventh business day after which I signed this agreement. The notice must say I do not wish to be bound by this agreement. The club will return, within 10 days of receiving my cancellation, any payments I've made. Unless I cancel my membership as set forth above, it automatically renews on a month-to-month basis. **I am obligated to pay monthly dues regardless of whether I use the club or not until 30 days after the club has received written notice of my membership cancellation request.** There will be NO CASH REFUNDS.

MONTHLY MEMBERSHIP _____ (primary member initials) This agreement is month-to-month and is a legally binding obligation for which I am financially responsible. I agree that if I fail to pay when a payment is due that I will be required to pay the entire unpaid balance immediately. If collection or legal services are needed to collect the unpaid amount, I am responsible for all costs of collection, including attorney's fees of Club Owner. All claims, terms and conditions for this agreement are associated with this Club Location.

PREPAID MEMBERSHIP _____ (primary member initials) I understand that if I am a member for a period of time in excess of the period of any prepaid membership, I will then automatically become a month-to-month member and my payment method of choice for my prepaid membership will become my month-to-month payment for every month thereafter.

MEMBERSHIP FREEZE _____ (primary member initials) I recognize that I have the right to freeze my membership for up to six months annually, during which time I will not be charged standard membership dues. I understand that I must have one month's membership dues as a credit on my account during the freeze period. If my membership is prepaid, it will be extended one month for each month frozen.

ASSUMPTION OF RISK OF INJURY _____ + _____ (member initials) **Each Member acknowledges that he or she understands that physical activity such as that to be undertaken is inherently dangerous and can cause injury if not performed properly. By signing this agreement 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 the Club Location or any other "Jefferson Fitness" location or event. In the event I am injured while on a Jefferson Fitness property or during a Jefferson Fitness-sponsored event, I will hold harmless Club Owner, and all of its owners, employees, agents, successors and assigns from all claims of any sort for damages or for other relief, including claims for contribution. This waiver of liability applies to my family members, successors, heirs and assigns. Member also acknowledges that he or she has been advised to consult with a physician before performing any rigorous physical activity and that all individuals who have a history of heart disease or disorder should consult a physician before joining a spa or fitness facility such as that operated by Jefferson Fitness.**

WAIVER REGARDING FACILITY AND ACKNOWLEDGEMENT OF POTENTIAL MEMBER LIABILITY

_____ + _____ (member initials) I understand and agree that the Club Location 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 and knowingly and voluntarily waive my right to make a legal or equitable claim of any sort against Club Owner and all of its 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, arising out of or in any way related to my use of the facility. Moreover, I acknowledge that I am liable for all damage that I cause to the equipment or physical infrastructure of the facility and will reimburse Jefferson Fitness via the payment method used to pay my monthly dues.

FAMILY MEMBERSHIP INDEMNIFICATION _____ + _____ (member initials) If "Family" is the membership plan selected on this agreement, I agree that each member of my family covered under this agreement also agrees to assume the risk of injury as stated above and I indemnify and hold harmless Club Owner and its respective owners, employees, agents, successors and assigns from any claims for injury and damages brought by my family members. Moreover, I am aware that **only family members listed in this agreement may use the club** under this agreement. A family member must be at least 16 years old to use the club alone. A family member between ages 13 and 15 can use the club **only under the supervision of an adult member 18 years or older.**

UNAVAILABILITY CLAUSE _____ + _____ (member initials) If any of the services or facilities described in this agreement become unavailable or are no longer fully operational, I acknowledge that I am liable for only that portion that was available for the public to use while this



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agreement is in effect. If funds have already been paid, I will be entitled to a pro rata refund for the time period that the facility is unavailable but for which funds had already been paid. The refund may be in the form of a credit or check; there will be no cash refunds.

DEATH/DISABILITY CLAUSE _____ (primary member initials) If I die or become totally or permanently disabled, I or my estate may cancel this agreement and receive a pro rata refund for my unused membership fee.

GUESTS _____ + _____ (member initials) I may bring a guest **only** during staffed hours and **only after arranging for a pass with club staff**. If I do not arrange for a pass for a guest that I bring into the facility, I agree to pay \$20 per guest for each such violation of this agreement and understand that my membership may be subject to immediate termination.

MONEY BACK GUARANTEE _____ (primary member initials) I am entitled to a full refund of my first month's membership dues if I do not feel a positive difference in my physical well-being within 30 days of signing this agreement. To be eligible, I understand I must do the following: 1) attend a free Equipment Orientation or Personal Fitness Consultation, 2) Work out at the club three times weekly for 30 minutes for a minimum of 3 weeks. My refund request must be mailed or delivered to the club within the first 30 days of my membership together with a written statement regarding why I am requesting a refund. The refund applies only to health club dues paid in the first 30 days, and does not include a refund of the enrollment or access-card fees. I understand such a refund request automatically terminates my membership immediately.

GA GOVERNOR'S OFFICE OF CONSUMER AFFAIRS RECOMMENDATIONS _____ (primary member initials) Do not sign this contract if there are any blank spaces above. In the event optional services are offered, be sure that any options you have not selected are lined through or that it is otherwise indicated that you have not selected these options. It is recommended that you send your cancellation notice by registered or certified mail, return receipt requested, in order to prove that you did cancel. If you do hand deliver your cancellation, be sure to get a signed statement from an official of the spa, acknowledging your cancellation. To be effective, your cancellation must be postmarked by midnight, or hand delivered by midnight on seventh day after you signed this agreement and must include all contract forms, membership cards, and any and all other documents and evidence of membership previously delivered to you. You (the buyer) may cancel this agreement within 30 days from the time you knew or should have known of any substantial change in the services or programs available at the time you joined. Substantial changes include, but are not limited to, changing from being coed to being exclusively for one sex or vice versa. To cancel, send written notice of your cancellation to the address provided in this contract for sending a notice of cancellation. The best way to cancel is by keeping a photocopy and sending the cancellation by registered or certified mail, return receipt requested. If you become totally and permanently disabled during your membership term, you may cancel this contract. The health spa is entitled to a reasonable predetermined fee in such event, in addition to an amount equal to the value of the services made available for use. If you have a history of heart disease, you should consult a physician before joining a spa. If you should die during the membership term or any renewal term, your estate may cancel the contract. The health spa is entitled to a reasonable predetermined fee in such event, in addition to an amount computed by dividing the total cost of your membership by the total number of months of the membership and multiplying the result by the number of months expired in the membership term. Reasonable proof of death may be required under this paragraph. Under this contract, no further payments shall be due to anyone, including any purchaser of any note associated with or contained in this contract, in the event the health spa at which the contract is entered into ceases operation and fails to offer an alternate location, substantially similar, within ten miles.

NOTICE: State law requires that we inform you that should you (the buyer/primary member) choose to pay for any part of this agreement in advance, be aware that you are paying for future services and may be risking loss of your money in the event this health spa ceases to conduct business. Health spas do not post a bond, and no other protections may be provided to you should you choose to pay in advance.

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Account #: _____

Primary Member Last name: _____ First name: _____ MI: _____

Email: _____ Birth date (mm/dd/yyyy): _____

Street: _____ City: _____ State: _____ ZIP: _____

Primary Phone: _____ Home / Work / Cell Secondary Phone: _____ Home / Work / Cell

Emergency Contact: _____ Relationship: _____ Phone: _____

Group Affiliation: _____ How did you hear about us? _____ Referring Member: _____

Key Number	Additional Member Name (Last, First)	Email Address	Birth Date (mm/dd/yy)

Membership Plan: **Single / Family**

Prepaid Term: **None / 6 mos / 9 mos / 12 mos**

Monthly electronic payment source: **Credit / Debit Card**

Initial payment: **Cash / Check / Credit or Debit Card**

For Credit or Debit Card:

Visa / MasterCard / Discover / Amex (circle one)

Last 4 digits of credit card number: _____

Name as appears on card: _____

Payment Authorization Defined Terms

For purposes of this payment authorization, the term "I" refers to the person whose name appears above as the card or account holder. "Club" refers to Jefferson Fitness LLC, owner and operator of the facility located at the address shown above.

Payment Authorization

I authorize my financial institution (identified above) to pay monthly drafts on my behalf to Jefferson Fitness LLC for any outstanding balance on my account, on or about the same day of each month that this agreement is signed OR on or about day of the month that my membership agreement renews hereafter (the "Billing Date"). These payments shall continue until I submit a written notice of my cancellation. I am obligated to the membership payment terms and to pay any unpaid account balance that is due upon cancellation. I agree that the Club shall be fully protected in honoring these drafts, and that your treatment of them, and rights with respect to them, shall be the same as if they were personally signed by me. I understand I must notify Jefferson Fitness of any account changes at least 7 days prior to the Billing Date in order for such changes to be effective for the next billing period. I understand and agree that I will incur an additional fee of \$20 per month whenever there is a payment default.

Initial Payments	
Enrollment Fee	\$
Access Card Fees	\$
Membership Dues	\$
Other	\$
Other	\$
Sales Tax	\$
Total	\$

Payment authorization signature: _____

Primary Member Signature _____ Date _____ Secondary Member Signature (not married to primary member) _____ Date _____

Staff Signature _____ Date _____