



MEMBERSHIP APPLICATION

Date: _____

For Office Use Only:

Membership Type: ☐ Single ☐ Joint ☐ Family ☐ Temp

Transaction Type: ☐ ACH ☐ Credit/Debit Card

Previous Member: ☐ Yes ☐ No Outstanding Balance: ☐ Yes ☐ No

Start Date: _____

Membership Fee: _____

Yearly Fee Rate: _____

Renewal Date & Rate: _____

Key Tag Assigned: _____

Membership No: _____

Primary Member Info:

Full Name: _____ DL#: _____ State: _____

Home Address: _____ Apt/Unit Number: _____

City: _____ State: _____ Zip Code: _____

Mailing Address: _____ Apt/Unit Number: _____

City: _____ State: _____ Zip Code: _____

Date of Birth: _____ Month _____ Day _____ Year

Primary Phone: _____ ☐ Mobile ☐ Home Alternative Phone: _____

Email: _____

Preferred Method of Contact: ☐ Email ☐ Phone

Preferred Time of Contact: ☐ Early A.M. ☐ Noon ☐ After 5

Present Employer:

Company Name: _____ Supervisor: _____

Phone: _____ Address: _____

Unit/Suite: _____ City: _____ State: _____ Zip Code: _____

Primary Physician:

Company Name: _____ Phone: _____

Doctor Name: _____ Fax: _____

Address: _____ Unit/Suite Number: _____

City: _____ State: _____ Zip Code: _____

Emergency Contacts:

Name: _____ Relationship: _____

Phone: _____ Alternate Number: _____

Name: _____ Relationship: _____

Phone: _____ Alternate Number: _____

Name: _____ Relationship: _____

Phone: _____ Alternate Number: _____

MEMBERSHIP APPLICATION

Date: _____

Health Intake:

Do you smoke? ☐ Yes ☐ No – If Yes, how much? _____ Per day Previous smoker? ☐ Yes ☐ NoHas your doctor diagnosed you with any lung issues? ☐ Yes ☐ No – If Yes, when? _____Has your doctor ever diagnosed you with high blood pressure? ☐ Yes ☐ No – If Yes, when? _____Has your doctor ever diagnosed you with diabetes? ☐ Yes ☐ No – If Yes, when? _____

Do you have any known cardiovascular problems (abnormal ECG, previous heart attack, atherosclerosis, etc?)

If so, what & when: _____

Has your doctor ever diagnosed you with high cholesterol? ☐ Yes ☐ No – If Yes, when? _____Have you been diagnosed with any orthopedic problems (bad back, knees, ankles, etc)? ☐ Yes ☐ NoHas your doctor ever suggested aerobics or diagnosed with you being overweight? ☐ Yes ☐ NoIf so, how much are you overweight? _____ Under any dietary restrictions? ☐ Yes ☐ NoAre you currently taking any prescribed medications or dietary supplements? ☐ Yes ☐ No

If so, what & how much? _____

Are you currently pregnant? ☐ Yes ☐ No If No, are you within six-weeks or less post-partum? ☐ Yes ☐ NoAre you currently attending or involved in a regular exercise program? ☐ Yes ☐ No If Yes, how often? _____Do you currently have any ongoing medical conditions or issues not previously mentioned? ☐ Yes ☐ No

If yes, please describe: _____

Date of last physical examination? _____ Attending Physician: _____

Any concerns/results: _____

Program Goals:

What are your goals with attending? ☐ Weight Loss ☐ Feel Better ☐ Doctor Orders ☐ Other – Explain: _____☐ My signature below affirms the above-contained information is answered honestly, correctly, and to the best of my ability.☐ An orientation covering the following areas of facility use regarding the following:☒ Facility Rules & Regulations ☒ Equipment Use ☒ Facility Sign Postings☐ I have an orientation scheduled on _____ completed by: _____☐ I agree I am an experienced gym user and completely understand all of the areas covered by the facility's orientation program. It is my final decision that I DO NOT want to participate in the facility's orientation program. By signing below, I assume all risks inherent with exercise participation.☐ I have been notified by TOTAL BODY GYM & TAN & others that I should consult my physician and have it approved first before starting this exercise program. I understand that it is in my best interest to consult my physician; I have decided against this advice and DO NOT WISH TO CONSULT MY PHYSICIAN. By signing below, I elect NOT to consult my physician. I understand in not doing sole risk, the possibility of injury, permanent damage, or even death by participating in the exercise program. I hereby release TOTAL BODY GYM & TAN, owners, and others, for myself, my heirs, and assigns any claims, demands, and causes of action arising from my participation in the program now or in the future.

Today's Date: _____

Signature: _____

Print: _____

ACCESS CONTRACT & WAIVER OF LIABILITY

RIGHT TO ACCESS: I AUTHORIZE "TOTAL BODY GYM & TAN" TO INVESTIGATE ALL STATEMENTS IN THE MEMBERSHIP APPLICATION " I UNDERSTAND THAT I AM THE SOLE OWNER OF THE KEY TAG & TAKE FULL RESPONSIBILITY OF IT & THE FACILITIES CONTENTS. I UNDERSTAND THAT IF I SHOULD LOSE THE KEY TAG, OR MESS IT UP THERE \$15 FOR KEY TAG & I WILL NOTIFY THE FACILITY IMMEDIATELY. SHOULD I CHOOSE TO STOP MY MEMBERSHIP I AGREE TO RETURN THE KEY TAG. THE KEY TAG IS PROPERTY OF "TOTAL BODY GYM & TAN" AND SHOULD RETURN AS SOON AS MY MEMBERSHIP EXPIRES. I ALSO UNDERSTAND THAT WHILE I AM WORKING OUT IN THE FACILITY, **NO ONE ELSE** IS PERMITTED IN THE FACILITY UNLESS THEY HAVE A MEMBERSHIP & HAVE SCANNED THEIR OWN KEY TAG / IN THESE AREAS. THE BACK DOOR IS TO BE KEPT LOCKED AT ALL TIMES AND IS USED FOR AN **EMERGENCY EXIT ONLY**. SHOULD I FAIL IN PAYING ANY SUM OF MONEY DUE, ALLOW SOMEONE IN THE FACILITY, OR LOAN OUT MY ACCESS TAG, "TOTAL BODY GYM & TAN" CAN REVOKE MY ACCESS RESULTING IN ADDITIONAL CHARGES. **I ALSO UNDERSTAND SHOULD I FAIL TO PAY AS PROMISED THAT I AM RESPONSIBLE FOR THOSE DEBTS UNTIL THEY ARE PAID-IN-FULL AND ANY/ ALL COURT COSTS FOR LEGAL ACTION TAKEN AGAINST ME FOR "TOTAL BODY GYM & TAN" TO RECEIVE THEIR MONIES DUE.** I WILL REPORT ANY DEFECTIVE EQUIPMENT IMMEDIATELY TO MANAGEMENT. I WILL BE COURTEOUS OF OTHERS WHILE WORKING OUT & RETURN ANY WEIGHTS, ATTACHMENTS, ETC TO THEIR PROPER AREA. NO ONE UNDER THE AGE OF 17 IS ALLOWED WITHOUT PARENTS CONSENT & CHILDREN ARE PERMITTED IN DESIGNATED AREAS ONLY! **I UNDERSTAND THE FACILITY IS UNDER SURVEILLANCE AT ALL TIMES, AND RECORDED; MY CONTINUED ATTENDANCE IS GIVING PERMISSION AND AGREEMENT TO THE RECORDINGS.**

INITIAL: _____

RIGHT TO SAFETY: I HAVE ENROLLED IN A PROGRAM OF STRENUOUS PHYSICAL ACTIVITY AND VARIOUS AEROBIC CONDITIONING OFFERED BY "TOTAL BODY GYM & TAN," POLLY R. RODRIGUEZ, HER EMPLOYEES, CONTRACT LABOR AND/OR VOLUNTEERS. I AFFIRM I AM IN GOOD PHYSICAL CONDITION AND DO NOT SUFFER FROM ANY DISABILITY, WHICH WOULD PREVENT OR LIMIT MY PARTICIPATION IN AN EXERCISE PROGRAM. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE I HAVE BEEN GIVEN A COPY OF RULES & WARNINGS AND SHOULD ABIDE BY ALL RULES & WARNINGS. I ALSO UNDERSTAND THAT THE FACILITY IS NOT STAFFED AT ALL TIMES AND **I ASSUME ALL RISKS AND IF THERE IS AN EMERGENCY THAT I AM TO CALL 911 IMMEDIATELY**, IMPLEMENT USE OF THE PANIC BUTTON, AND NOTIFY THE OWNER. I UNDERSTAND THAT I SHOULD HAVE A PARTNER WHEN WORKING DURING ACCESS HOURS. SHOULD I NOT HAVE A PARTNER, I WILL PARTICIPATE IN THE RESCUE ALERT PROGRAM & WEAR THE PANIC BUTTON. I HAVE BEEN NOTIFIED OF THE ALERT SYSTEM AND WHEN TO IMPLEMENT THE USE OF THE PANIC BUTTON. IF I DO NOT WEAR THE PANIC BUTTON, I ASSUME ALL RESPONSIBILITY. I SHALL NOT HOLD, TOTAL BODY GYM & TAN, OWNER, OR OTHERS RESPONSIBLE FOR FAILURE TO RESPOND OR ANY LOSSES DUE TO THE DELAYED RESPONSE TIME, OR FAILURE TO RESPOND TO ANY EMERGENCY DUE TO THE RESCUE ALERT SYSTEM.

INITIAL: _____

WAIVER OF LIABILITY: IN CONSIDERATION OF MY PARTICIPATION IN AN EXERCISE PROGRAM, IN AGREEMENT WITH ACCESS, I RELEASE "TOTAL BODY GYM & TAN," ITS OWNER, EMPLOYEES AND AGENTS, AND THE PROPERTY OWNER FROM ANY CLAIMS, DEMANDS AND CAUSES OF ACTION ARISING FROM MY PARTICIPATION IN THE EXERCISE PROGRAM FOR MYSELF, INCLUDING BUT NOT LIMITED TO MY HEIRS, OR ESTATE. I UNDERSTAND I COULD INJURE MYSELF AS A RESULT OF PARTICIPATION IN ANY EXERCISE PROGRAM AND THEREFORE RELEASE "TOTAL BODY GYM & TAN," ITS OWNER, EMPLOYEES, VOLUNTEERS, AGENTS, AND THE PROPERTY OWNER, NOW OR IN THE FUTURE LIABILITY THAT COULD OCCUR DURING OR AFTER MY PARTICIPATION IN ANY FORM OF EXERCISE, AEROBIC CLASS, OR PROGRAM OFFERED, & OTHER AMENITIES. **THIS INCLUDES BUT IS NOT LIMITED TO HEART ATTACKS, MUSCLE STRAINS, PULLS OR TEARS, BROKEN BONES, SHIN SPLINTS, HEAT PROSTRATION, INJURIES TO KNEES, LOWER BACK, OR FEET INCLUDING SORENESS OR INJURY, EVEN THOSE RESULTING IN DEATH, HOWEVER, CAUSED;**

INITIAL: _____

☐ I AFFIRM THAT I HAVE READ AND FULLY UNDERSTAND THE ABOVE, AND I RECEIVED A COPY OF RULES & REGULATIONS AND THE ACCESS CONTRACT.

☐ *I Understand, I am entering into a pre-paid membership account agreement, to be paid via an automatic draft, cash, or credit/debit card, and bound by the term.*

☐ *I ACKNOWLEDGE the following information contained herein this document and that the access I received is the property for Total Body Gym and is my complete responsibility.*

SIGNATURE: _____

(18 and under need parents signature)

DATE: _____

PRINT NAME: _____

Parent's Signature: _____

MEMBERSHIP TERMS & CONDITIONS

General Agreement:

I had an opportunity to refuse signature & deny membership, therefore allowed to object to these terms of membership. ***My signature signifies consent to regulations in which I have also received a copy of these terms.***

Important Legal Notice:

_____ Total Body Gym will lawfully collect all fines, extra fees, and surcharges allowed by law through the agreed terms of service. All collection negotiations are conducted before the lawsuit is filed. You will receive an invoice or a notice of intent to file which you may then dispute charges. ***Failure to respond, it is implied you accept all charges listed and a lawsuit will be registered to collect payment.*** Any time after the litigation process begins or a lawsuit is filed, you will have Additional Legal Fee of up to \$450 applied to your account. Abrupt stop payments, closed draft accounts are an immediate breach in terms of membership, & will file suit immediately upon receiving the notification or refusal of payment.

Agreement Acknowledgment: By signing & opening a membership with Total Body Gym, I understand fully and aware of all charges that can apply to my account; I agree that I will follow in accordance and agreement with the cancellation process. I understand and acknowledge that ***NO other type of cancellation notifications will be accepted other than online (www.mybodygym.com) or in-person between business working hours.*** I can and WILL be held legally bondable to my agreement with these terms and conditions as well as all cancellation terms and additional financial agreements, rules, and regulation agreements that have been provided to me by Total Body Gym. I understand that should I receive an invoice and choose to avoid disputing charges or making arrangement to make my account satisfactory I will be held legally responsible for the amount in full or should any and all my drafts come back NSF, Stop Payment or Closed account, a lawsuit WILL BE FILED, and I will then be responsible for all membership fees or fines assessed to my account as well as any and all fees to pursue collections, court cost, and filing fees.

Other Fees & Fines: If my draft payment, credit/debit card, or check RETURN due to insufficient funds, NSF, a charge of (\$66) and a (\$12) charge for each submission will charge to my account. A stop payment charge of (\$66) can charge to my account, should I close my bank account without proper notification and costs are returned. A fee of (\$15) for Key Tag damaged or non returned will be assessed. I also accept and acknowledge that if, for any reason, my membership payment does not process, I can incur additional fees, including a difference in membership price equivalent to current cash membership rates, and any increases in bank charges or costs. ***I acknowledge it is essential to complete the required procedures to cancel my membership successfully or pay my financial obligation to Total Body Gym so that I do not incur additional charges.***

Cancellations:

_____ I understand and agree ***I MUST provide 2 FULL MONTHS to cancel this membership***, submitted appropriately. I all monies for all monthly draft(s) and or final draft(s) will be available or that I have paid my invoice in-full and am a current and satisfactory account with Total Body Gym. I receive CONFIRMATION of cancellation with a notice stating my last draft date, the amount due, last date of access, and when the key tag is expected. I acknowledge the tag can be left with an employee, in the KEY TAG Box, or sent via postal mail, but UNTIL it is in the confirmed possession of Total Body Gym, I am held entirely responsible. It is my responsibility to ensure that the card is working when returned and the account is satisfactory, or additional fees can incur.

_____ ***If I do not return the tag, it is an implied consent that I wish to continue my membership and revoke my cancellation.*** My membership will remain at the current membership rates, and should the draft payment not complete successfully, a monthly cash rate will incur until another notice of cancellation is received. I could be entitled to a month or more in a membership, depending on when my draft cancellation takes effect. All ADDITIONAL fees added on top of the original membership draft amount are my financial responsibility to pay or be held legally liable.

_____ ***I acknowledge I can and will be held legally responsible for any fines, charges, membership fees, and any costs to pursue the collection of monies, including but not limited to: legal fees, collection fees, court costs, and past due balance.***