



Floyd Community Fitness, LLC • 119 Parkview Rd NE • PO Box 944 • Floyd, VA 24091 • 540-745-7867

MEMBERSHIP AGREEMENT

Welcome to Floyd Fitness. Please fill out all information on both pages. Fees are due at time of registration.

Circle Membership Type: Individual Couple Family Fam4+() Senior Senior Couple Student

List all participants (Please print):

- 1. _____ M/F D.O.B: ___/___/___ Age: _____ cell: _____
- 2. _____ M/F D.O.B: ___/___/___ Age: _____ cell: _____
- 3. _____ M/F D.O.B: ___/___/___ Age: _____ cell: _____
- 4. _____ M/F D.O.B: ___/___/___ Age: _____ cell: _____

Mailing Address: _____ Home Phone: (_____) _____

City/State/Zip: _____ 1. Work Phone: (_____) _____ Email: _____

2. Work Phone: (_____) _____

Would you like to receive Floyd Fitness updates via email? Yes _____ No _____

Emergency Contact: _____ Relationship: _____

Day Phone: (_____) _____ Evening Phone: (_____) _____ Cell Phone: (_____) _____

BUYER’S RIGHT TO CANCEL

If you wish to cancel your contract, you may cancel by providing written notice to this health spa.

The notice must say that you do not wish to be bound by the contract. The notice must be personally delivered or certified mailed before midnight of the third business day after you sign this contract.

The notice must be delivered or certified mailed to: Floyd Fitness, PO Box 944, 119 Parkview Rd NE, Floyd, VA 24091. If cancelled within three business days, you will be entitled to a refund of all moneys paid. You may also cancel this contract if this spa goes out of business or relocates and fails to provide comparable alternate facilities within five miles of the location designated in this contract. You may also cancel if you become physically unable to use a substantial portion of the health spa service by a doctor's, physician's assistant, or nurse practitioner's certificate, and the health spa may also require that you submit to a physical examination, within 30 days of the notice of cancellation, by a doctor, physician's assistant, or nurse practitioner agreeable to you and the health spa. If you cancel after the three business days, the health spa may retain or collect a portion of the contract price equal to the proportionate value of the services or use of the facilities you have already received. Any refund due to you shall be paid within 30 days of the effective date of cancellation.

NOTICE: ANY HOLDER OF THIS CONTRACT OR NOTE IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTORS COULD ASSERT AGAINST THE SELL OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Choose one: Monthly membership \$ ____/mo Start date ___/___/___ (automatic renewal-see back)

Annual membership \$ ____/mo Start date ___/___/___ Expiration date ___/___/___

Prepaid membership \$ _____ Start date ___/___/___ Expiration date ___/___/___

Annual members recd free t-shirt: 1. _____ 2. _____
3. _____ 4. _____

Circle key fob types issued: 1. Reg Ext(+3) 2. Reg Ext(+3) 3. Reg Ext(+3) 4. Reg Ext(+3)

Lockers issued to participants: 1. # _____ (+5) 2. # _____ (+5) 3. # _____ (+5) 4. # _____ (+5)

I, the undersigned ("Participant"), hereby register as a member of Floyd Community Fitness, LLC, operating as Floyd Fitness, located at 119 Parkview Rd NE, Floyd, VA 24091. As a member I hereby agree as follows:

1. I understand the nature and purpose of the facility and programs and am aware that any strenuous activity involves certain risks. I hereby assume the risk of any and all accidents or injuries of any kind, which may be sustained by me by reason or in connection with my participation. I hereby release, discharge and absolve Floyd Fitness, its agents and employees from any and all liability or responsibility for any such accident or injury except to the extent such accident or injury is caused by or results from negligence or willful misconduct of Floyd Fitness, its agents or employees.

(All participants please initial: _____, _____, _____, _____)

2. I understand there is a non-refundable, non-transferable enrollment fee for becoming a member and this fee is due upon joining. Should I cancel my membership and rejoin within 3 months, the re-enrollment fee will be waived. The payment options and terms have been explained to me.

(Please initial: _____)

If I have chosen a monthly contract, I am aware that my payment is due on the first of each month and that non-payment of dues is cause for termination of my membership. **I understand that my contract will automatically renew each month and be billed and payable until I notify Floyd Fitness in writing 10 days prior (by 20th) to my desired termination or freeze month.** (Please Initial: _____)

If I have chosen an annual contract, I understand that I am obligated to pay dues for a full year.

I must choose to pay the full amount at the beginning of the contract OR to make monthly automatic payments from my checking account or credit card. (Please Initial: _____)

The buyer should attempt to resolve with the health spa any complaint the buyer has with the health spa. The Virginia Department of Agriculture and Consumer Services, Office of Consumer Affairs regulates health spas in the Commonwealth pursuant to the provision of the Virginia Health Spa Act.

How did you hear about Floyd Fitness?

If someone referred you to Floyd Fitness, please supply name: _____

RULES AND REGULATIONS

1. Wear safe attire (no dangling jewelry, belts, etc) and **CLEAN SHOES** in the gym.
2. Gym bags are only allowed in lockers and designated areas. Please keep floors clear.
3. No food or drinks, other than water in non-breakable bottles, are allowed in gym area.
4. **Weight benches, mats, and equipment must be WIPED DOWN AFTER EACH USE.**
5. **All weights & bars MUST BE RETURNED TO WEIGHT TREES, not left at machines/benches.**
 6. Dropping weights on the floor will not be allowed.
 7. To be allowed in the gym area, you must be at least 16 years old OR be at least 13 years old, have a parent accompanying you, and have passed the Teen Training and Membership Certification class.
 8. No parking is allowed in the Family Dollar parking lot.
 9. Floyd Fitness and its employees are not responsible for lost or stolen items.
 10. Profanity is not allowed.

11. Anyone abusing the facility will immediately lose their membership.
12. It's your club; please help keep it clean.

I understand that the rules and regulations of Floyd Fitness are for the benefit of all members and that by signing this I agree to comply with all said rules and regulations.

Signature: _____ (parent/guardian __) Date:

Signature: _____ (parent/guardian __) Date:

Signature: _____ (under 18 __) Date:

Signature: _____ (under 18 __) Date:

Floyd Fitness reserves the right to refuse service and/or terminate memberships.