



1933 Springfield Ave, Maplewood, NJ 07040
1-866-TheGYMM
www.theGYMmaplewood.com

#HC02081

GYM Membership Contract

Member's Name: _____ Date: _____

Address: _____ Membership number: _____

Phone Number: _____ Driver's License No. and State Issuing: - _____

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

Date of Birth: _____

Emergency Contact: _____ Emergency Contact Phone Number: _____

1. This Membership Agreement between Member, above, and The GYM Maplewood (the "GYM") is on a month-to-month basis at the initial dues rate of \$30 per month payable in advance. The membership is for a period of 12 months beginning on _____ and ending on _____.

- a. A late fee of \$5 will be applied for any payments received by The Gym 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 GYM's rules. The GYM may change membership dues under this Agreement by posting notice of such change in the GYM at least 30 days in advance of such change.
- b. The GYM does not sell or offer for sale services in which the buyer purchases or becomes obligated to purchase GYM membership to be rendered over a period longer than three (3) months, and The GYM does not require or collect more than three (3) months' payment in advance for GYM membership.
- c. **"TOTAL CONTRACT PRICE" \$360;**
- d. "The seller does not sell or offer for sale services in which the buyer purchases or becomes obligated to purchase health club services to be rendered over a period longer than three (3) months, and the seller does not require or collect more than three (3) months' payment in advance for health club services."

2. Member agrees to keep and obey all rules and regulations now in force or in the future prescribed by the GYM, for the use of the GYM training facilities, premises, and equipment therein, and the GYM 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 GYM 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/she is training;
- b. Always paying his membership dues on or before the fifth of each month - or pay a late fee;
- c. Always printing his/her first and last names legibly on the sign-in sheet when using the facility;
- d. Always unloading all bars and machines when he/she has completed use of equipment and replacing all weight plates or other equipment on their proper racks;



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- e. Always replacing barbells and dumbbells on their proper racks at the end of each set;
 - f. Always following directions on the proper use of the training equipment and asking for directions when necessary;
 - g. Never spitting into the water fountain;
 - h. Never putting his/her feet on walls or any other surfaces besides flooring without express consent of a staff member;
 - i. Never placing weight plates on the floor;
 - j. Never banging dumbbells together when doing flies or other exercises;
 - k. Never dropping dumbbells or barbells on the floor;
 - l. Always disposing of trash in the proper places;
 - m. Always treating members and staff with fullest respect and courtesy at all times;
 - n. Always accepting fullest responsibility for any damage done to equipment due to his misuse of the equipment.
 - o. Always wearing appropriate attire. Any attire that is deemed inappropriate, lacking or unsafe by The Gym will be discussed with Member, and The Gym reserves the right to suspend Members current activity at the facility until Member returns with appropriate attire.
2. Without limiting the GYM's ability to terminate this membership for cause, the GYM may terminate this membership for any reason at the end of any given month. If the GYM elects to so terminate, the GYM will refund a pro rata portion of any dues applicable to future month(s).
3. 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.
4. 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 GYM's premises and facilities shall be at the Member's sole risk. Notwithstanding any consultation on exercise programs which may be provided by GYM 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 GYM 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 GYM or the premises where the same is located. If Member brings any personal property onto the premises of the GYM or onto the GYM's parking area, Member takes such action at Member's sole risk. It is hereby understood that the GYM is not responsible in any way for damage to or loss of any personal property which Member brings onto the premises of the GYM or onto the GYM's parking area, including but not limited to, losses due to theft, damage, or car accident. Member hereby holds the GYM, 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 or his family, executors, administrators, and personal representatives does hereby forever release and discharge the GYM, 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 BUYER: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT OR IF IT CONTAINS BLANK SPACES.**
- (2) **COSTUMER IS ENTITLED TO A COPY OF THIS AGREEMENT AT THE TIME THAT IS SIGNED. COSTUMER MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD OPERATING DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU CHOOSE TO CANCEL THIS CONTRACT, YOU MUST EITHER:**



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- a. Send a signed and dated written notice of cancellation by registered or certified mail, return receipt request to THE GYM Maplewood, 1933 Springfield Ave. Maplewood, NJ 07040 or
- b. Personally, deliver a signed and dated written notice of cancellation to: THE GYM Maplewood, 1933 Springfield Ave. Maplewood, NJ 07040.

(*) if you cancel this contract within the three-day period, you are entitled to a full refund of your money. If the third operating day falls on a Sunday or a federally-observed holiday, notice is timely given if it is mailed or delivered as specified in this notice on the net operating day. Refund must be made within 30 days a receipt of the cancellation notice to the gym.

“Operating Day” means any calendar day on which patrons may inspect and use the gym’s facilities and services during a period of at least eight hours, except on holidays and Sundays.

- (3) THIS CONTRACT IS SUBJECT TO CANCELLATION BY NOTICE SENT BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR PERSONALLY DELIVERED THE GYM MAPLEWOOD, 1933 SPRINGFIELD AVE. MAPLEWOOD, NJ 07040. UPON THE BUYER’S DEATH OR PERMANENT DISABILITY, IF THE PERMANENT DISABILITY IS FULLY DESCRIBED AND CONFIRMED TO THE GYM BY A PHYSICIAN. IN A CANCELLATION UNDER THIS SUBSECTION, THE GYM MAY RETAIN THE PORTION OF THE TOTAL CONTRACT PRICE REPRESENTING THE SERVICES USED PLUS REIMBURSEMENT FOR EXPENSES INCURRED IN AN AMOUNT NOT TO EXCEED 10% OF THE TOTAL CONTRAT PRICE.
- (4) THIS CONTRACT IS SUBJECT TO CANCELLATION BY NOTICE SENT BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR PERSONALLY DELIVERED, TO: THE GYM MAPLEWOOD, 1933 SPRINGFIELD AVE. MAPLEWOOD, NJ 07040 UPON THE BUYER’S CHANGE OF PERMANENT RESIDENCE TO A LOCATION MORE THAN 10 MILES FROM THE GYM OR AN AFFILIATED GYM OFFERING THE SAME OR SIMILAR SERVIES AND FACILITIES AT NO ADDITIONAL EXPENSE TO THE BUYER. IN A CANCELLATION UNDER THIS SUBSECTION, THE GYM MAY REQUIRE PROOF OF THE NEW PERMANENT RESIDENCE AND MAY RETAIN A PRORATED SHARE OF THE TOAL CONTRACT PRICE BASED UPON THE DATE THE NOTICE WAS RECEIVED PLUS REIMBURSEMENT FOR EXPENSES INCURRED IN AN AMOUNT NOT TO EXCEED 10% OF THE TOTAL CONTRACT PRICE.
- (5) IF THE GYM IS CLOSED FOR A PERIOD LONGER THAN 30 DAYS THROUGH NO FAULT OF THE BUYER, THE BUYER IS ENTITLED TO EITHER EXTEND THE CONTRACT FOR A PERIOD EQUAL TO THAT DURING WHICH THE FACILITY IS CLOSED OR TO RECEIVE A PRORATED REFUND OF THE AMOUNT PAID BY THE BUYER UNDER THE CONTRACT.

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

Signed by Member

Date_____



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The GYM Maplewood 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 The GYM Maplewood (the "GYM") training facilities. The undersigned persons consent to the Member using the GYM 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 GYM, 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 GYM, 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:

Verified Driver's License Information: *GYM USE*
_____ Member _____ Parent/Guardian _____ Parent/Guardian