



**City of St. Charles School District (DB)
CORPORATE MEMBERSHIP AGREEMENT**

PLEASE RETURN COMPLETED AGREEMENT TO: therter@stcharlessd.org

ARE YOU A CURRENT CLUB FITNESS MEMBER? Yes No

If you are a current member, your membership will be transferred over to the company account listed above. At the time of notification from the company to remove the cost of your membership from the company, your original agreement will be reinstated.

DATE: _____

NAME: _____ BIRTHDATE: _____ GENDER: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PRIMARY CONTACT NUMBER: _____ EMAIL: _____

EMERGENCY CONTACT NAME: _____ EMERGENCY CONTACT NUMBER: _____

MEMBERSHIP TYPE: CORPORATE PREMIUM ACCESS \$31.99 per member

Premium membership includes access to all locations and 24-hour access, GX Classes, level 3 tanning, Kids Club, Hydro Massage, Red Light therapy, Women's, Pulse and Cycle studios.

Upon notification that you have been enrolled, you will need to visit your local Club Fitness during staffed hours to request a temporary access card which will include your unique membership barcode and instructions on how to download the Club Fitness App. You will use the app to check into the club as well as access the amenity rooms. If you choose not to use the app, you will be given a small plastic key tag, but you must request this key tag.

ADD ON MUST BE SPOUSE OF EMPLOYEE AND OR DEPENDENT OF EMPLOYEE BETWEEN THE AGES OF 13 AND 21. *EACH MEMBER MUST FILL OUT PAGES 2-5 INDIVIDUALLY UPON ENROLLMENT. COSIGNER REQUIRED FOR ANYONE UNDER 18.



ADD ON MEMBERS ONLY:

#1

NAME: _____ BIRTHDATE: _____ GENDER: _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
PRIMARY CONTACT NUMBER: _____ EMAIL: _____
EMERGENCY CONTACT NAME: _____ EMERGENCY CONTACT NUMBER: _____

#2

NAME: _____ BIRTHDATE: _____ GENDER: _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
PRIMARY CONTACT NUMBER: _____ EMAIL: _____
EMERGENCY CONTACT NAME: _____ EMERGENCY CONTACT NUMBER: _____

#3

NAME: _____ BIRTHDATE: _____ GENDER: _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
PRIMARY CONTACT NUMBER: _____ EMAIL: _____
EMERGENCY CONTACT NAME: _____ EMERGENCY CONTACT NUMBER: _____



WAIVER AND RELEASE OF LIABILITY

By signing Agreement, you are obtaining membership at a fitness club that allows 24 hour access. Accordingly, you understand and agree that, during non-business hours, there may be no supervision or assistance at the fitness club.

You are also aware that if you are injured, become unconscious, suffer a stroke or heart attack, that there may be no staff available to respond to your emergency and this facility has no duty to provide assistance to you during non-business hours. Even though this facility is equipped with surveillance cameras, it is likely that should you require immediate assistance, none will be provided. Although we highly recommend that you have a workout partner accompany you while at the fitness club, you agree that you are aware of the risks and assume the same.

You understand and agree that physical exercise can be strenuous and subject to risk of serious injury. Club Fitness urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (and each member, guest, or participant) agree that if you engage in any physical exercise or activity or use any Club Fitness amenity, including any sponsored club event, you do so entirely at your own risk. You agree that you are voluntarily participating in the use of a Club Fitness facility and assume all risks of personal, bodily, or mental injury, illness, or death, regardless of the fault or negligence of Club Fitness. Club Fitness is not responsible for any loss or damage to your personal property. **WAIVER AND RELEASE OF LIABILITY:**

YOU ARE AWARE AND UNDERSTAND THAT THE ACTIVITIES PROVIDED FOR UNDER THIS AGREEMENT ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. YOU ACKNOWLEDGE THAT ANY INJURIES THAT YOU SUSTAIN MAY BE COMPOUNDED BY LACK OF TIMELY AFTER-HOURS EMERGENCY RESPONSE OR RESCUE OPERATIONS. YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OR FAULT OF CLUB FITNESS OR OTHERWISE.

You hereby expressly waive and release any and all claims, now known or hereafter known, against Club Fitness, and its officers, directors, employees, agents, Affiliates, shareholders, successors, and assigns (collectively, "Releasees"), on account of injury, death, or property damage arising out of or attributable to your participation in any activity under this Agreement, whether arising out of the negligence or fault of Club Fitness or any Releasees or otherwise. You covenant not to make or bring any such claim against Club Fitness or any other Releasee, and forever release and discharge Club Fitness and all other Releasees from liability under such claims.

This waiver and release of liability includes, without limitation, all injuries which may occur, regardless of fault or negligence occasioned by Club Fitness or as a result of: (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment and (c) your slipping and/or falling while in the fitness club, or on the fitness club premises, including adjacent sidewalks and parking areas.

You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability. You expressly agree to release and discharge the fitness club, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the fitness club for negligence, personal injury or property damage.

You understand and agree that if you are found letting in another person into the facility- regardless of that person's membership status - you will be assessed a \$10 guest fee to be automatically billed to your account for each incidence.

Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording shall be deemed removed, and the remainder of this Agreement will remain in full force.

You acknowledge that if Club Fitness employees or contractors assist Member in the use of any equipment or exercises, that Member may be physically touched as part of such assistance, and Member consents to such touching and waives any claim in connection with such touching.

You understand that should your card not grant access to the facility after staffed hours that you must contact Club Fitness during regular business hours to update your billing information and/or pay any past due balance that may exist. You further understand that "non-payment" of membership fees does not terminate your membership. I HAVE READ AND AGREED TO THE TERMS AND CONDITIONS SET FORTH ABOVE, INCLUDING, BUT NOT LIMITED TO THE WAIVER AND RELEASE OF LIABILITY.

Member Signature: _____ Date: _____

CoSigner Print Name: _____ Cosigner Signature _____



Promotional Communication Authorization

You agree that by providing your telephone number and your signature below, that you authorize Club Fitness, Inc. and any of its parents, subsidiaries, agents, contractors, service providers and affiliates, including without limitation, ClubOS and Twilio to deliver or cause to be delivered to you at the provided telephone number, telemarketing, informational and transactional calls and text messages using an automatic telephone dialing system or an artificial or prerecorded voice. You also acknowledge and agree that you are not required to sign this agreement or enter into this agreement as a condition of purchasing any property, goods, or services from Club Fitness.

Print First and Last Name

Telephone Number

Signature