

VILLAGE FITNESS

MEMBERSHIP INFORMATION FORM

Name: _____ Male Female
Home Address: _____
City, State, Zip: _____
Home Phone: (____) _____ Work/Alternate Phone: (____) _____
Date of Birth: _____ E-Mail address: _____

EMERGENCY CONTACT

Name: _____ Relation: _____
Primary Phone: (____) _____ Alternate Phone: (____) _____

I, the undersigned, or the parent/guardian if the member is under 18:

- Agree that I have received, read, and understand the "Buyer's Right to Cancel"
- Agree that I have received, read, and understand the "Membership Terms and Conditions"
- **EFT MEMBER:** I hereby authorize Village Fitness LLC to charge my monthly membership dues as noted below. I agree that *I will send written notification to Village Fitness LLC and give 30 days' notice to cancel my account and two weeks' notice to freeze my account. If I am a 12-Month EFT member, I agree to pay a \$100 early termination fee if I cancel my membership, for any reason except those exempted by law, within 12 months of this notice. I understand that my EFT membership will renew at the end of the contract term unless I provide written notification to cancel my membership as noted above.*
- Wish to engage in a voluntary physical fitness program at Village Fitness LLC and realize there are inherent risks associated with the participation in vigorous physical activity including, but not limited to: heart attack/cardiac arrest, stroke, and musculoskeletal injury (bone, joint, muscle, etc.).
- _____ Have received a copy of the "Physician's Statement Regarding Participation" (or have initialed here to decline and assume the risk of any concerns my physician may disclose).

EXCEPT FOR EQUIPMENT MALFUNCTION, I AGREE TO HOLD VILLAGE FITNESS LLC HARMLESS FOR ANY INJURY OR ILLNESS I SUSTAIN THROUGH MY VOLUNTARY PARTICIPATION IN THIS PHYSICAL FITNESS PROGRAM. I AGREE TO INDEMNIFY VILLAGE FITNESS LLC FOR ANY DAMAGE AND LOSS I CAUSE DUE TO MY USE OF THEIR FACILITY AND EQUIPMENT.

Signed: _____ Date: _____

Village Fitness representative: _____ Date: _____

Payment Options- (Office Use Only)

EFT: Credit Card MasterCard Visa Discover Card #: _____ Exp. Date: ____/____/____

Check: Routing #: _____ Account #: _____

3 Month 6 Month 12 Month EFT Price: _____

Student/Jr. Individual Family

PIF: 1 Month 3 Month 6 Month 12 Month Price: _____

Student/Jr. Individual Family

PIF Payment Method: Cash Check # _____ Credit Card Gift Certificate # _____

Sold By: _____

VILLAGE FITNESS

CONSENT TO PARTICIPATE

I, _____, wish to engage in a voluntary physical fitness program at Village Fitness LLC. While there are many benefits to participation, I understand that there are inherent risks associated with the participation in vigorous physical activity including but not limited to heart attack and/or cardiac arrest, stroke, and musculoskeletal (bone, joint, muscle, etc.) injury.

In order to reduce my risk of injury and/or illness, Village Fitness LLC has asked me to thoroughly and accurately complete and return the "Physician's Statement Regarding Participation" and the "New Member Health Questionnaire." In addition, Village Fitness LLC has offered me the opportunity to receive the "New Member Package" designed to orient me to the facility and equipment and assist in exercise program development.

EXCEPT FOR EQUIPMENT MALFUNCTION, I AGREE TO HOLD VILLAGE FITNESS LLC HARMLESS FOR ANY INJURY OR ILLNESS I SUSTAIN THROUGH MY VOLUNTARY PARTICIPATION IN THIS PHYSICAL FITNESS PROGRAM. I AGREE TO INDEMNIFY VILLAGE FITNESS LLC FOR ANY DAMAGE AND LOSS I CAUSE DUE TO MY USE OF THEIR FACILITY AND EQUIPMENT.

Signature of member _____ Date _____

For members under 18: I, _____, am the parent or legal guardian of the aforementioned member and grant my consent for him/her to participate in a physical exercise program at Village Fitness LLC. I have reviewed and affirm all the assertions above. If the member is under age 16, I agree to accompany him/her in the facility at all times.

Signature of parent/guardian _____ Date _____

Membership Terms and Conditions

Payment Options and EFT Payments

Village Fitness accepts payment with cash, check, credit cards (Visa, MasterCard, Discover), and electronic funds transfer (EFT) from a credit card or bank account.

All EFT memberships are automatically renewed at the end of the term (1 or 12 months) unless specified by written notice from the member.

Cancellation Terms

Any membership purchased can be cancelled within ten (10) days of the joining date with a full money-back guarantee. Memberships cancelled after this time are subject to all cancellation fees. An EFT membership cancelled prior to the term end date is subject to a \$39 fee, or the balance due of the membership.

However, cancellation fees will not be assessed under the following conditions, pursuant to NYS law:

1) If upon a written doctor's order you cannot physically receive the services because of significant physical disability for a period in excess of six (6) months, 2) If you die, your estate shall be relieved of any further obligation for payment under the contract not then due and owing, 3) If you move your residence more than twenty-five (25) miles from any health club operated by Village Fitness, LLC, 4) If the services cease to be offered as stated in the contract.

Any cancellations under these terms will be refunded at a prorated amount for the paid services. Memberships cancelled for reasons other than stated above are subject to all fees and cannot be refunded.

Membership Freeze Policy

EFT and 12-month members may freeze their memberships for a duration up to 3 months. All membership freeze requests must be submitted 2 weeks prior to the desired start date. Memberships may not be frozen retroactively, or credited due to low utilization.

Transfer Policy

All Village Fitness memberships, regardless of length, are fully transferable to another new or inactive member without a fee. A current member may transfer his/her membership to another current member, however any applicable termination fees will still apply to the transferred membership.

Returned Checks

A \$20 fee is assessed for returned checks.

Orientation/Medical Clearance

Village Fitness members exercise AT THEIR OWN RISK. It is recommended that all members consult their physician before beginning an exercise program. In order to minimize the risk of injury and maximize the benefit of your Village Fitness experience, we strongly recommend that new members ask our staff for a free orientation session and/or consider personal training services to customize a program to their specific needs.

Fitness Center Rules

- Members under 16 years old must be accompanied by a parent/guardian at all times, unless a Teen Weight Training Safety course has been completed.
- Collars must be used on weight bars at all times.
- Report any damaged or malfunctioning equipment to a staff member immediately.
- Children must remain in the designated play area or waiting room while parents are in the facility.
- Ask a staff member for assistance when spotting is needed.
- Do not drop weights or dumbbells.
- Return all weights and equipment to their proper racks after use.

- Proper workout attire and footwear are required.
- Limit the use of cardiovascular equipment to 30 minutes when others are waiting
- Wipe off cardiovascular equipment and benches when finished.
- Do not bring food into the fitness area
- Alcohol, tobacco products, and illegal drugs (including anabolic steroids) are prohibited.

Locker Usage

Lockers are provided in the men's and women's locker rooms for the convenience of Village Fitness members and LeRoy Physical Therapy patients while they use the facility. Unless a locker rental is purchased, all lockers are considered "day-use" meaning that client removes his/her belongings each day when leaving the facility. Clients are encouraged to use their own locks on the lockers and are discouraged from storing valuables. Locks are available in our retail section. LeRoy Physical Therapy and Village Fitness will not be responsible for lost or stolen items. Locks left on a non-rented locker or expired rented locker will be removed; the contents will be removed and discarded after 30 days. Clients may not store any hazardous, flammable, or illegal substances within the lockers. Food may not be stored in lockers overnight. No structural modifications or defacement is permitted. Village Fitness reserves the right to enter any locker if instructed by law enforcement officials or due to excessive odor. Locker rentals are available in 6 or 12-month terms, or by EFT draft subject to availability and acceptance of the locker rental agreement. See a staff member for current rental rate information.

Group Membership Plans

Village Fitness is pleased to offer special group membership pricing to companies or groups of 10 or more members. Rates and plans will vary according to the number of memberships, length of the memberships, and billing variables. Please consult our fitness manager for additional information and/or a group membership quote.

Age Limit

There is no minimum age requirement, however members under age 18 require written parental consent prior to joining. Members under age 16 must be accompanied by parents when using the facility, unless they have completed a teen exercise safety course.

Daycare

A child-friendly area is provided within the club for our members' children while using the facility. Members are responsible for supervising children in their care; Village Fitness DOES NOT provide supervised daycare. Members may not leave children in the child area unless they are in the building.

Bulletin Boards

Village Fitness provides bulletin boards for the posting of facility programs and events, internal promotional material, and select community events. All postings by outside groups or individuals must first be approved by management. In general, only non-profit groups/agencies will be allowed to post.

Privacy Policy

Village Fitness will not disclose any personal information that you provide us to any third party or company, except as required by law, without your specific written authorization. From time to time we may partner with other companies or organizations to bring you special offers, however we will never provide your information to these entities.

VILLAGE FITNESS

IMPORTANT INFORMATION REGARDING YOUR FITNESS CENTER MEMBERSHIP

BUYER'S RIGHT TO CANCEL

YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN TEN (10) DAYS FROM THIS DATE: _____.

The above notice of cancellation shall be in writing signed by you and mailed by registered or certified United States mail to Village Fitness LLC, Attention Membership Cancellation, 3 West Avenue, LeRoy, New York 14482. The contract forms, membership cards, and any other documents or evidence of membership previously delivered to you shall accompany such notice. All moneys paid pursuant to this contract shall be refunded to you within fifteen (15) business days of receipt of your notice of cancellation. If you have executed any credit or loan agreement to pay for all or part of your health club services, any such negotiable instrument executed by you shall also be returned within fifteen (15) days.

ADDITIONAL RIGHTS TO CANCELLATION:

You may also cancel this contract for any of the following reasons:

- If upon a doctor's written order, you cannot physically receive the services because of significant physical disability for a period in excess of six (6) months.
- If you die, your estate shall be relieved of any further obligation for payment under the contract not then due and owing.
- If you move your residence more than twenty-five (25) miles from any health club operated by Village Fitness, LLC.
- If the services cease to be offered as stated in the contract.

The above notice of cancellation shall be in writing signed by you and mailed by registered or certified United States mail to Village Fitness LLC, Attention Membership Cancellation, 3 West Avenue, LeRoy, New York 14482. All moneys paid pursuant to such contract shall be refunded within fifteen (15) days of receipt of such notice of cancellation; provided that Village Fitness, LLC may retain the expenses incurred and the portion of the total price representing the services used or completed through the date of receipt of your notice of cancellation, and further provided that Village Fitness, LLC may demand the reasonable cost of goods and services which the buyer has consumed or wishes to retain after cancellation of the contract. In no instance shall Village Fitness, LLC demand more than the full contract price from the buyer. If the buyer has executed any credit or loan agreement to pay for all or part of the health club services, any such negotiable instrument executed by the buyer shall also be returned within fifteen (15) days.

THIS NOTICE PROVIDES IMPORTANT INFORMATION ABOUT YOUR PAYMENT OPTIONS

You may make payments on an installment basis or in a single payment. Paying the full amount may be less expensive, but may involve financial risks to you. Read this notice carefully before making a decision.

New York state law requires certain health clubs to post a bond or other financial security to protect members in the event the club closes. This club is exempt from this requirement since it gives members the option of paying on an installment basis, therefore, it need not post a bond or other form of financial security.

In deciding whether to make your payments on an installment basis, you should be aware that if the club closes, although the club will remain legally liable for a refund, you may risk losing your money if the club is unable to meet its financial obligations to members.

I hereby acknowledge that I have read and understood this Membership Agreement and Buyer's Right to Cancel, and that I have received a signed copy of this agreement.

Signature of member: _____

Date: _____

Village Fitness, LLC representative: _____

Date: _____