

Note: If payment is not received after 5 business days of date due, gym membership will be cancelled. A reactivation fee of \$25.00 may be charged for delinquent accounts!

In the event of a nonsufficient fund return on your account, there will be an additional non-negotiable fee of \$10.00 to reactive your membership, in addition to any delinquent membership dues owed.

4. MEMBERSHIP CANCELLATION TERMS & CONDITIONS

I acknowledge and understand that in the event that I wish to cancel my membership to The Rack Gym, there is a required membership cancellation form to be filed out for my cancellation to become effective. I also understand that a 5 day notice before the monthly auto draft (taken on the 15th of every month) is required or my account may be drafted for the next month's billing cycle.

5. MEMBERSHIP TERMS & CONDITIONS - WAIVER & RELEASE

Acknowledgment of Risks, Injury & Obligations

I acknowledge that the activity I am to undertake is a dangerous activity and that by participating in it I am exposed to certain risks. I Acknowledge and understand that whilst participating in such activity:

I may be injured, physically or mentally, or may die;

My personal property may be lost or damaged;

Other persons participating in such activity may cause me injury or may damage my property

I may cause injury to other persons or damage their property

The conditions in which the activity is conducted may vary without warning

I may be injured or die or suffer damage to my property as a result of the negligence or breach of contract of The Rack Gym

There may be no or inadequate facilities for treatment or transport of me if I am injured

I assume the risk of and responsibility for any injury, death or property damage resulting from my participation in the activity.

IF I AM THE MAIN SIGNAGE OF A FAMILY MEMBERSHIP, I AM AWARE THAT MY SIGNATURE APPLIES FOR MY ENTIRE FAMILY. THE RACK GYM IS NOT RESPONSIBLE FOR ANY PARTY UNDER A FAMILY MEMBERSHIP.

Release and Indemnity

I participate in the activity at my sole risk and responsibility. I release, indemnify and hold harmless The Rack Gym, its servants and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever.

Administration

Appropriate covered footwear & a shirt must be worn at all times while in the gym facility.

Memberships are not refundable or transferable.

All weights and equipment must be put back after use.

Photo ID cards (ie student card or drivers license) must be carried and shown upon request.

Shared gym access with a non-member will result in forfeiture of membership effective immediately.

Each member must respect other gym users and behave in an appropriate manner at all times.

The Rack Gym Staff reserves the right to rescind the rights of members not complying with the terms and conditions of the membership.

Anyone under the age of 16 must be accompanied by an adult at all times within the gym.

I have read and agree with all of the above.

Signature: _____ Date: ___/___/___