

The Beavers Dam

Gym Membership Agreement

A late fee of \$10.00 will be applied for any payments after the deadline. A charge of \$25 will be made for any checks or pre-authorized withdrawals 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.

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 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 terminate, the Gym will refund a pro rata portion of any dues applicable to future month(s).

It is expressly understood and agreed that this contract is not assignable or transferable by Member and no rights or privileges granted by this membership can be transferred or assigned by Member.

It is further agreed that the attached waiver shall be signed before use of the gym or classes takes place. The attached waiver and the section following will survive any cancellation of this agreement.

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.

If you decide you do not wish to remain a member of this gym, you may cancel this contract by emailing Beaversfield4@gmail.com or in person.

No Refunds will be issued for memberships

Gym Rules

Access and Security:

- ensure no one follows you in and door closes behind you
- ensure no one else uses your access credentials (key fob or pin)
- every member must swipe or enter pin (if applicable) before entering the gym
- every member should lock door once leaving
- do not open the door for anyone (except emergency personnel)
- be sure to exit before gym closes (see posted time)

Equipment:

- return equipment (benches, weights, accessories) after use
- do not drop or slam equipment weights or equipment
- spray and wipe down equipment after use (using provided wipes)

Safety:

- ensure safety precautions are taken using free weights (eg - set safety bar on squat and bench rack)
- in case of serious injury - dial 911
- immediately report any unauthorized or suspicious activity by phone or email
- report any equipment needs/repairs by phone or email
- proper gym attire required (shirt and shoes - no open-toe shoes or sandals)
- no outside shoes permitted
- all youth/children under the age of 16 must be accompanied by an adult and have a valid gym membership

Membership Penalties:

- violation of gym rules will result in fines (\$25/incident) and possible termination of membership without notice

MEMBER ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS AGREEMENT EXECUTED BY BOTH GYM AND MEMBER AND ACKNOWLEDGES THE AGREEMENT TERMS. (copy can be found on Esoft Account and beaversfield.com/membership)

Gym Waiver, Release and Indemnity

I understand and agree that my participation in classes, use of any or all parts of the gym, demonstrations or events outside the gym, or any program or service organized, operated, conducted and/or hosted by The Beavers Dam, either on or off the Gym premises is conditional upon my execution of this agreement.

1. I am aware that fitness activities in general, Fitness classes, Bootcamp classes, and weight training and lifting programs in specific involve the possibility of injury.
2. I accept these risks and all others arising from the use of the equipment at the Beavers Dam Gym, as well as classes and programs at or involving The Beavers Dam in any way, even if arising from the negligence, gross negligence, equipment failure or any other cause related to those associated in any way with the Beavers Dam or classes and programs I may be involved in, the venues at which these events and programs take place, or by those organizing, officiating, instructing or participating in the Beavers Dam, and any classes, events and programs throughout the year, including the staff, instructors, volunteers and representatives (“the Releasees”)
3. I understand that all instructions and rules for safe participation must be followed and that the **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME**, including my physical and emotional preparation and fitness to participate in workouts, events and classes which I chose throughout the year.
4. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time in the gym or in any class or event I feel unable or unfit to continue for any reason.
5. I give a **FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I have or may have in the future against the hosts and all other Releasees from all liability for any loss, damage, injury or expense that I may suffer as a result of my utilizing any part or parts of the Beavers Dam, and classes or events held or hosted by The Beavers Dam. or my presence at any venue at which they may take place due to any cause whatsoever including the forms of negligence set forth in paragraph 2 above or from any breach of contract or statutory duty or other duty of care including any duty of care owed under the relevant Occupier’s Liability Act on the part of the Releasees

6. I AGREE NOT TO SUE, and I further agree TO INDEMNIFY AND SAVE HARMLESS the Releasees from all expenses, fees, liability or damage aware or cost of any type whatsoever arising from my participation in these classes or events.

I HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY. I am aware that by signing this agreement, I am waiving substantial legal rights (on my behalf and on behalf of my heirs, executors, administrators, and next of kin), including the giving up of my right to sue.

Gym Signature of Agreement

My signature below signifies I have read and understand and agree to the terms and conditions stated in the following documents:

- Membership Agreement
- Rules
- Waiver

Signature: _____ Date: _____

Name (Printed): _____ Phone: _____