



Lake Junaluska

Membership Agreement

Lake Junaluska 24/7 Health & Fitness Center

Kern Building

Lake Junaluska NC, 28745

This Membership Agreement ("Agreement") is made and entered to this ____ day of _____, 20__ by and between Lake Junaluska 24/7 Health & Fitness Center ("Center") and _____ ("Member").

Member Personal Information

Name _____

Address _____

City _____ State _____ Zip Code _____

Birth Date _____

Phone Number (H) _____ (W) _____

Email Address _____

Emergency Contact _____

Emergency Phone Number (H) _____ (W) _____

Membership Term and Dues

Membership Term _____ Months

Beginning ____/____/____

Ending ____/____/____

Total Membership Dues \$ _____

Summary of Membership Policies

1. Member, by executing this Agreement, does hereby join the Center and such membership entitles Member to use all of the facilities and equipment owned by the Center located at the kern Center at lake Junaluska, NC.
2. Member agrees to comply with and abide by all the rules and regulations of the Center now in force or adopted in the future. Violations of such rules and regulations shall subject Member to termination of his/her membership in the Center.
3. Children under the age of 18 are not permitted to join or use the equipment unless supervised by a parent or guardian.
4. Member shall gain access to the Center by use of a Key card.
5. The Center's Facility is under 24-hour recorded video surveillance of the property.
6. Member shall have access to a free orientation to the facility and to the proper use and operation of it's equipment. It shall be the responsibility of Member to request such orientation.
7. All guests (i.e. non-members) will be charged a daily guest fee of \$5.00 for use of the Center which will be due and payable at the time of the visit. All guests will be subject to the rules and regulations of the Center.
8. Member agrees that he/she shall abide by the rules of the Center's dress code at all times while in the facility. Shirts and shoes are to be worn in all public and recreational areas. No jeans, belts or footwear other than the appropriate shoes for a particular activity may be worn.

9. Horseplay, vulgar language, abuse of the equipment or facility, working out while under the influence of alcohol or drugs or any other inappropriate behavior will not be tolerated. The Center reserves the right to determine "inappropriate behavior" and further reserves the right to restrict or deny access to the facility to anyone behaving in such a manner.
10. It is each Member's individual responsibility to wipe down the equipment and return it to its appropriate location and position upon completion of the activity.
11. Pets are not permitted into the facility.
12. Any damage to the Center's facility or equipment by either Member or his/her guest shall be the responsibility of and shall be paid for by Member.
13. Member agrees that the Center will not be responsible for any loss, damage or theft of the personal properties belonging to Member.
14. Unless approved in writing by the Center, the facilities and the equipment of the Center may not be used for private instruction or personal training.
15. The Center reserves the right to modify the policies contained in this Agreement without prior notice to Member. Reasonable rules and regulations may be posted at the Center from time to time and Member shall be subject to strict compliance therewith.

Assumption of Risk/Release of Liability

Member completely understands and acknowledges that the risk of injury from using the Center's facilities and equipment is significant, including the potential for permanent paralysis and death.

Member knowingly and freely assumes all such risks, both known and unknown. Member acknowledges that the Center is an unsupervised fitness facility and he/she assumes all risks associated with using exercise equipment alone without the aid and presence of staff on the premises. Member hereby releases, indemnifies and holds harmless the Center, its respective owners, officers, affiliates, agents, employees, representatives, successors and assigns with respect to any and all injury, disability, death or damage to person or property resulting from Member's participation in any activities or his/her use of any of the equipment located at the Center or arising out of his/her participation at the Center

Termination of Agreement

1. **Termination.** The Center reserves the right to terminate any membership or privilege hereunder of any Member for failure to comply with the rules and regulations adopted by the Center or for any conduct the Center determines to be improper or in any way contrary to the best interest of the Center and its membership. The membership may be terminated by notification in writing to the last known address shown on the records of the Center for the Member being terminated. A terminated Member will remain liable for all dues and other indebtedness incurred prior to receipt of the written notification.

Additional Terms and Conditions

1. The policy of the Center is to accept application for membership from any individual of good character without regard to race, creed, color, sex, sexual orientation or national origin.
2. Member agrees to notify the Center within a reasonable period of time of any change to his/her mailing address.
3. Membership in the Center does not confer upon Member an interest in the property assets of the Center or any right to participate in the management or operation of the Center, financially or otherwise.
4. Member agrees that he/she will not use the facilities with any medical condition that poses a direct threat to the health or safety of Member or others and agrees that he/she will use the facilities in accordance with all applicable health requirements.
5. Member acknowledges that the Center may be closed for various emergency situations. The Center reserves the right to determine whether or not the facility will be open or closed in order to protect the safety of all persons using the Center.
6. If any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable.

7. Should this Agreement be placed in the hands of an attorney for the violation of any provision contained herein, the parties agree that the Center shall be entitled to recover all costs and expenses resulting therefrom, including a reasonable amount as attorney fees.
8. The parties agree that the whole agreement and understanding between the parties relating to the subject matter hereof is contained in this Agreement and shall supersede any prior understandings, arrangements, commitments or undertakings of the parties, whether written or oral, expressed or implied.
9. This Agreement shall not be amended or modified except by an instrument in writing executed by the parties hereto.
10. Member declares that he/she has read, understands and agrees to the contents of this Agreement in its entirety.

Member Signature _____ **Date** _____

Printed Name of Member _____

The following shall apply if Member is under the age of 18:

Name of Minor Member _____

Signature of Parent or Legal Guardian _____ **Date** _____

Printed Name of Parent or Legal Guardian _____

Lake Junaluska 24/7 Health & Fitness Center

By: _____ **Date** _____

Its: _____