

FIT 4 ALL NY

1133 Westchester Avenue White Plains, NY 10604 (914)-694-4841

MEMBERSHIP/CLIENT AGREEMENT & WAIVER



Date: _____ Personal Trainer's Name _____

Name: _____ Sex: M/F

Employer _____ DOB: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Email: _____

Cell Phone: (_____) _____ Work Phone: (_____) _____ Home Phone: (_____) _____

Emergency Contact: _____ Emergency Phone: (_____) _____

How did you hear about us? _____ Locker # _____

Card # _____	Exp date _____	Security code _____	Name on card _____
Billing Address _____	city _____	state _____	zip _____
MEMBERSHIP TYPE: Gym membership _____	Personal training _____	Clinic/Camp _____	Fit4 All NY _____

*****For Monthly EFTS ONLY: I, _____, authorize my bank to make my payment by the method indicated below, and post it to my account.

(Insufficient funds will result in immediate termination of EFT, resulting in suspension of club membership until payment is made in full by cash or credit card.) The Federal Equal Credit opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington D.C. 20580.

I understand that I am in full control of my payment, and if at any time I decide to make any changes or discontinue the EFT service, I will call or write The Arena Fitness LLC. Change of payment method will not affect other provisions and terms of my Agreement. The Arena Fitness LLC assumes that all credit card numbers will be renewed with new expiration dates unless notified. Any billing change or cancellation of membership requires 30-day notice to The Arena Fitness LLC. Our dues are processed by Mind Body, Inc. We add a \$20 service charge to all returned items.

NOTICE TO MEMBERS/CLIENTS

Do not sign this Membership Agreement before you have read both sides, because terms on each side are part of the Agreement. The Member is entitled to a completely filled in copy of this Agreement. The Member acknowledges that they have been told: (A) That this document is an Agreement and will be legally binding upon its acceptance by The Arena Fitness LLC (B) The terms and conditions of this Agreement; (C) That they acknowledge that they have examined the facilities and that they accept them in the present condition, and the Member voluntarily assumes any and all risk involved I the use of the facility and equipment and releases the club from all claims and liabilities, to the extend allowed in accordance with GEN Ob. Law §5-326, (D) There are no warranties either expressed or implied which extend beyond this Agreement. This Agreement constitutes the entire agreement between parties; there are no collateral agreements, representations or guarantees, oral, or otherwise, unless attached hereto. The undersigned member has read, understands, and agrees to be bound by the attached Rules and Regulations as part of this Agreement. The rules and regulations may be changed at anytime by The Arena Fitness LLC at its sole discretion. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Any member, who is under the age of 16, must have a parent or legal guardian co-sign and guarantee this Agreement. The Co-signer, along with the member, agrees to be bound by all the terms and conditions of the Agreement. **The Arena charges a \$30 yearly maintenance fee every October.**

*X Member/Client Signature _____ Date _____

Print _____

Parent/Guardian (if under age 18) _____ Date _____
The Legal Guardian assumes liability of Member who is under age 18.)

*SIGNING INCLUDES AGREEING TO THE LIABILITY WAIVER ON THE REVERSE SIDE

All members will be signed up to receive The Arena emails and promotions, including monthly specials, newsletters, and health/exercise tips. Your information is never shared. Check here if you do not wish to receive emails

1. Assumption of Risk I, for myself, my heirs, executors and assigns, have read and understand this waiver and have been fully informed of and acknowledge, assume and accept the risks inherent in the use of the Club services and facilities and understand that any athletic activity, use of equipment or personal training instruction involves certain risks. I voluntarily assume the risk of injury, accident, death, loss, cost or damage to my person or property which might arise from my use of the Club. I certify that I am in good physical health and am able to undertake and engage in the range of physical activities in which I choose to participate. I assume all responsibility for updating the Club of changes in physical and mental condition and for reporting all injuries sustained at the Club to the manager on duty at the time.

2. Release and Waiver of Liability I release the Club its owners, officers, employees or agents, from any and all claims and liabilities, not resulting from the acts or omissions of the Club, its owners, officers, employees or agents. I further release the Club, its owners, officers, employees or agents, from any and all claims and liabilities including those resulting from the negligence of the Club and its owners, officers, employees or agents, to the extent allowable on duty at the time.

3. Use of Center Facilities: My membership plan type determines which facilities I am entitled to use at the Club. Club management may from time to time change the rules governing the operations of the Club, schedules of activities and hours open. Certain areas of the gym are dedicated to personal training clients only. Members shall be provided with notice of any changes. Unauthorized use of facilities may result in membership suspension or cancellation. Club management may suspend or cancel the rights, privileges, or memberships of any Member/Client whose actions are detrimental to the enjoyment of the Club facilities by other Members, or for failure to comply with Club rules.

4. Equipment and Services: The Club is equipped with exercise machines, free weights, cardiovascular training equipment and various amenities. Certain services may require additional charges such as laundry service, personal training, etc. Management reserves the right to make reasonable changes in equipment, facilities, and services.

5. House Charge Authorization: By signing this agreement, I am also agreeing to authorize The Arena Fitness LLC to accept house charges for myself and any other members billed to my account. I understand that these charges will be collected electronically along with my monthly dues amount if applicable. Any fees uncollected will be subject to the service fee. Overdue member fees will be back dated.

6. Member/Client Conduct: All members must respect the facility, staff, and fellow members. Members agree not to share access cards with family and friends. Jeans, work boots, and shoes are not permitted during workouts. Cell phones and food are not allowed on the gym floor. Members are expected to clean up after themselves and report any members who do not. Any misconduct will result in immediate membership termination.

7. Enforcement: If any provision of this contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision of this contract, which shall remain in full force and effect.

8. Membership Cancellation Policy: Members may cancel a month to month no contract membership at any time with 30 days written notice. All paid in full options are non refundable except for medical reasons. Less than 30 days requires a medical note or for corporate clients leaving the 1133 building. Memberships may be revoked at any time without notice due to management discretion including but not limited to unethical behavior, profanity, poor hygiene, harassment of fellow members, and stealing.

9. Personal Training Cancellation Policy: Training sessions are purchased from THE ARENA and not individual trainers. There are **NO** refunds for training services. There is a 24-hour cancellation policy for all services to avoid being charged. In the event a trainer is no longer available, the client will be reassigned a new trainer to honor any outstanding sessions. Sessions are non-cancellable or transferable by the participant and have a 6-month expiration date from time of purchase.

10. Balance Equipment Policy: I understand that balance equipment is not for general member use and should be used under the supervision of a Personal Trainer.

11. Minors Using The Facility: Parents agree to always remain on premise when their child 16 or younger is with a trainer or simply working on the gym floor. Minors are not permitted on the gym floor without a parent or guardian. It is the responsibility of the parent to supervise the minor at all times and never leave the minor unattended in any part of the building or the gym.

***(Please note that a parent or guardian must sign at the bottom of this form if the member is under 18 years of age)**