



# ***iCardio's Iron Core Gym*** ***Membership Agreement and Waiver of Liability***

## **MEMBER INFORMATION**

Name:					
DOB:		Phone:		Email:	
Current address:					
City:		State:	FL	ZIP Code:	
		Member Card Number:			

**BY SIGNING BELOW, MEMBER ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS AGREEMENT EXECUTED BY BOTH GYM AND MEMBER AND ACKNOWLEDGES THE TERMS OF THE AGREEMENT.**

**NOTICE TO BUYER: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ ALL OF IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF THE SIGNED AGREEMENT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.**

**This health studio offers or sells agreements with payments collected directly by the studio on a monthly basis.**

**iCardio/Iron Core Gym is registered with the State of Florida as a Health Studio Facility FL HS# 10454**

1. This Membership Agreement between Member, listed above, and iCardio's Iron Core Gym (the "Gym") is on a month-to-month basis at the initial dues rate of \$ 48.99 (includes sales tax and processing fees when applicable) per calendar month payable at the Gym or online at [www.groupspaces.com/IronCoreGym](http://www.groupspaces.com/IronCoreGym). A charge of \$25 will be made for any checks returned due to insufficient funds. 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. Memberships purchased on or after the 3<sup>rd</sup> of the month require purchase of the current month and purchase of the following month. Current month payment is calculated at the prorated calendar month entry fee of \$1.20 per day.

2. 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 Member's obligation to obey the rules and regulations of the Gym presently in force or in the future prescribed, Member agrees that he will obey the following rules by:

- Anyone utilizing the Gym must sign a liability waiver and will be utilizing the facility at their risk. Patrons must be at least 18 years of age to use the Gym.
- Gym patrons must use key card for entry/exit and sign in/out at the reception desk prior to each workout session. Failure to have your key card will result in denial of use of the Gym. Patrons must sign out and swipe membership card when leaving the Gym.
- Proper attire must be worn while utilizing the Gym. Failure to follow guidelines will result in denial of use of the Gym.
  - Tennis shoes and socks must be worn. Sandals, open toed or open backed shoes are not permitted.
  - T-shirts or tank tops must be worn. Keep your shirt on!
  - Athletic apparel is required. No, boots chain wallets, jeans or cut off shorts permitted.
- No food is permitted in the Gym. Water or sports drinks are permitted only in sealable containers.
- **Personal headphones only, no other music playing devices allowed.**

- Alcohol, drugs, profanity, and tobacco products are not permitted.
- Athletic bags or personal items are permitted in the Gym. Do not use a bench or other equipment to store your bag, cell phone, drink bottle etc. while working out. **Keep personal items with you at all times.** All articles must be removed from lockers at the end of the workout. **iCardio's Iron Core Gym is not responsible for lost, stolen, or damaged items.**
- **Member agrees to wipe down all cardio and weight room equipment after each use. Disinfecting sprays and paper towels are available for use.**
- Compliance with free weights includes the following:
  - a) Chalk is permitted.
  - b) Allow others to work in between sets.
  - c) Return weights and dumbbells to tree or rack.
  - d) Do not lean plates against the wall, mirrors, benches, or other equipment.
  - e) Weights or dumbbells should not be dropped hard or slammed on the floor or benches.
  - f) Use collars at all times to secure free weights.
  - g) If you need a spot, ask for one.
- Report any personal injury or damaged/malfunctioning equipment to the Gym staff as soon as possible.

3. Without limiting the Gym's ability to terminate this membership for cause, the Gym may terminate this membership for any reason. If the Gym elects to so terminate, the Gym will refund to member a pro rata portion of any applicable dues.

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

5. The member warrants and represents that the member or any family member or guest entitled to use the facilities of the Gym under the terms of membership, has no disability, impairment, or ailment preventing him/her from engaging in active or passive exercise, or that will be detrimental or adverse to such person's health, safety, or physical condition if he/she does so engage or participate. The Member acknowledges and agrees that:

- The Gym will rely on the foregoing warranty in issuing the Membership
- The Gym shall have no obligation to perform a fitness assessment or similar testing to determine the Member's physical condition and if any fitness assessment or similar testing is performed by the Gym, it is solely for the purpose of providing comparative data with which the Member can track progress in a program and is not for diagnostic purposes.
- The Gym shall not be subject to any claim, demand, or injury whatsoever on account of the Gym's evaluation or interpretation of such fitness assessment or similar testing.
- The Gym shall not be liable for any injury arising out of the member's disability impairment or ailment preventing him/her from engaging in active or passive exercise, or that would be detrimental or adverse to such person's health, safety or physical condition if he/she does so engage or participate. Each member and guest should be aware of his/her medical history and should consult with a physician prior to engaging in exercise or continuing to exercise if a medical condition appears.

6. It is further agreed that all exercises including the use of weights, number of repetitions, and use of any and all machinery, equipment, and apparatus designed for exercising and the use of the Gym's premises and facilities shall be at the Member's sole risk during staffed or non-staffed hours. Notwithstanding any consultation on exercise programs which may be provided by Gym employees or agents, it is hereby understood that the selection of exercise programs, methods and types of equipment shall be Member's entire responsibility, and the Gym shall not be liable to Member or Member's family for any claims, demands, injuries, damages, or actions arising due to injury to Member's person or property arising out of or in connection with the use by Member of the services and facilities of the Gym or the premises where the same is located. 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. Member hereby holds the Gym, its successors, assigns, owners, officers, directors, employees, and agents harmless from all claims which may be brought against them by Member, on Member's behalf, by Member's family, and Member's executors, administrators, and personal representatives for any such injuries or claims aforesaid and Member for himself and on behalf of his family, executors, administrators, and personal representatives does hereby forever release and discharge the Gym, its successors, assigns, owners, officers, directors, employees, and agents from all claims, demands, injuries, damages, actions, losses and expenses. This section will survive any cancellation of this

Agreement.

7. Member agrees that the Gym may use photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content. Member holds harmless and releases the Gym from any reasonable expectation of privacy and agrees that publication of said photos confers no rights of ownership or royalties whatsoever.

As an after-hours secure-access fitness facility, iCardio/Iron Core Gym (hereafter referred to as "the gym"), has a few different policies and procedures than a typical fitness facility. Please read the information carefully. If you have any questions, please ask.

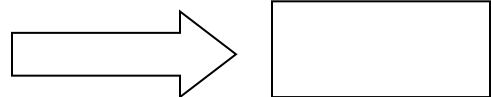
#### 8. Compliance with Non-Staffed (After) Hours Rules

I understand and agree that an after-hour gym membership is a special membership based on trust and is a privilege, which can be taken away for a violation of rules. As a gym member, I agree to abide by all gym membership rules and after-hour membership rules, which will be posted at the facility, web-site and may be amended from time to time at the sole discretion of the gym. The additional rules below apply to an after-hour membership:

- Mandatory after-hour membership requires a one-time non-refundable key card purchase of \$15.00
- A \$15.00 fee is applied to replace lost or stolen cards.
- Only one member may enter the gym front door at a time during non-staffed hours
- Card sharing is strictly prohibited and will result in immediate loss of membership. Card sharing is viewed by ownership as stealing services.
- Only active account members will be allowed entry. We recommend that you do not open the door for anyone except law enforcement or emergency services. Member assumes all risks of opening the door for anyone without an active member card.
- Members must be a least 18 years of age
- Membership dues must to be paid prior to the last day of the month. Paying after the last day of the month will require you to pay during staffed hours and pay a fee of \$7.50 to reactivate your key card.

I agree that improper unauthorized use of the facility may result in member suspension or cancellation. I agree not to let anyone use my card for any reason, and I agree to report any situation that appears to be card sharing to the gym staff. A security "tailgate" system has been installed to monitor and record instances of "tailgating". I understand that one act of card sharing will result in immediate membership suspension or termination. The gym reserves the right to suspend or cancel the rights, privileges and membership of any member whose actions are detrimental to the use, safety, and enjoyment of the facilities.

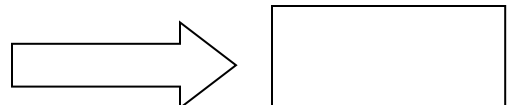
***Initial your acceptance to comply with the statement above***



#### 9. No Supervision

I understand that I am purchasing a membership at an after-hour facility that allows access at unstaffed times. As such, I am aware that there will be no supervision or assistance except during staffed hours. Staffed hours may change at the sole discretion of the gym. I am aware that if I get injured, become unconscious, suffer a stroke or heart attack or any other medical emergency or event that there will likely be no one to respond to my emergency and that the gym has no duty to provide assistance to me while I am at the gym during unstaffed hours. I understand that even though the gym is equipped with surveillance cameras, these cameras record and are not monitored continuously, and help will not be available during non-staffed hours.

***Initial your acceptance of No Supervision.***



#### 10. Hours of Operation

I agree to honor the opening and closing times of the Gym. I understand that remaining in the gym after the closing time is a violation of the Gym's rules and may result in the cancellation of this agreement and my membership. Hours of operation are subject to change at the sole discretion of owner/management.

Current Hours of Operation:

Monday through Friday	5:30 am to 11:30 pm
Saturday	8:00 am to 8:30 pm
Sunday	12:00 pm to 8:00 pm

11. Cancellation Policy and Consumer Protection Clauses:

- A. You, the member, are entitled to the penalty-free cancellation of the agreement within 3 days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to the health studio, and refund upon such notice of all moneys paid under the agreement, except that the health studio may retain an amount computed by dividing the number of complete days in the agreement term or, if appropriate, the number of occasions health studio services are to be rendered into the total agreement price and multiplying the result by the number of complete days that have passed since the making of the agreement or, if appropriate, by the number of occasions that health studio services have been rendered. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation made within the 3-day provision.
- B. Member is entitled to the cancellation and refund if the iCardio's Iron Core Gym location closes or relocates its facilities more than (5) driving miles and fails to provide, within 30 days, a facility of equal quality located within (5) driving miles at no additional costs to the member.
- C. Member agrees that notice of intent to cancel by the member shall be given in writing to iCardio's Iron Core Gym 491 West Silver Star Rd. Ocoee, FL 34761 or by email at ironcre.ocoe.info@gmail.com. If using email to cancel agreement, member shall place "cancellation notice" in the subject box of the email. The notice of cancellation from the member terminates automatically the member's obligation to any entity to whom the health studio has subrogated or assigned the consumer's agreement. If the health studio wishes to enforce the agreement after receipt of the notice, it may request the department to determine the sufficiency of the notice.
- D. If a refund is due to the member, the refund shall be computed by dividing the monthly agreement price by the number of weeks in the agreement term (month) and multiplying the result by the number of weeks remaining in the agreement term (month). The business location of iCardio's Iron Core Gym shall not be deemed out of business when temporarily closed for repair and renovation of the premises:
1. Upon sale, for not more than 14 consecutive days; or
  2. during ownership, for not more than 7 consecutive days and not more than 2 periods of 7 consecutive days in one calendar year.
  3. A refund shall be issued within 30 days after receipt of the notice of cancellation.
- E. Members are advised to contact the Florida Department of Agriculture & Consumer Services for information within sixty (60) days should the health studio go out of business to address any unresolved conflicts.
- F. If member dies or becomes physically unable to avail themselves of a substantial portion of the services used from the commencement of this agreement until the time of disability or death, we shall refund the funds paid or accepting in payment of this agreement in an amount computed by dividing the agreement price by the number of weeks in the agreement term and multiplying the result by the number of weeks remaining in the agreement term (month). A physical disability sufficient to warrant cancellation of this agreement by the member shall be established if the member furnishes a certification of such disability by a licensed physician provided the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within 30 days after the receipt of the notice of cancellation.
- G. This agreement will not be for a period in excess of thirty (30) days. Renewal agreements may not be executed and the fee therefore paid until the preceding agreement expires. This agreement will cancel should member decide not to purchase another monthly membership and renews should member decide to purchase another monthly membership.
- H. In the event that iCardio's Iron Core Gym ever requires a member to furnish identification upon entry to the facility and as a condition of using the services of the health studio, iCardio's Iron Core Gym shall provide the member with the means of such identification.
- I. **SHOULD YOU (THE MEMBER) CHOOSE TO PAY FOR MORE THAN 1 MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THIS HEALTH STUDIO AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.**

Signed by Member \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

iCardio's Iron Core Gym Representative \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

