



Velocity 365 Fitness
404 Walter Rd
Mazomanie, WI 53560
www.V365Fit.com
velocity365fitness@gmail.com

Velocity 365 Fitness Membership Agreement

Begin Date: _____ Key End Date: _____

Name: _____ Key # _____

Address: _____ City: _____

Phone: _____ Email: _____

Additional Members:

Name: _____ Key # _____

Name: _____ Key # _____

Name: _____ Key # _____

Name: _____ Key # _____

No Contract Options:

Monthly: \$49.99/mo (\$20/mo for each family member*)

College Student: \$37.99/mo

High School Student: \$29.99/mo

_____ # of key fobs needed (\$15.00 key fob)

Locker Rental \$5.00/month (*optional*) Y / N

One Year Contract Options: \$100 early cancellation fee

Monthly: \$39.99/mo (\$20/mo for each family member*)

College Student / Senior Citizen: \$34.99/mo

Family: \$69.99/mo (*immediate family only*)

_____ # of key fobs needed (\$15.00 key fob)

After (1) year is fulfilled, contract will automatically renew monthly.

Locker Rental \$5.00/month (*optional*) Y / N

**Significant other, children 12-18 and college students only*

AUTOMATIC FUNDS TRANSFER AGREEMENT

Bank Routing # _____ Savings/Checking Account# _____

I _____ (print name) authorize Velocity 365 Fitness to charge my bank account on a monthly basis for my fitness center membership. I understand the charge shall be in the amount listed on the first page of the Membership Agreement and shall occur on the date listed on the first page of the Membership Agreement immediately following the words "Monthly Payments". I understand that I may cancel this payment arrangement at any time. I understand there will be a \$40 charge for non-sufficient funds billed by cyber-collect.

Signature _____ Date _____

Monthly Payments of \$ _____ will be withdrawn on/about _____ day of each month beginning: _____

Total Amount Due: _____

I, the undersigned member (hereinafter "Member"), hereby register as a member of Velocity 365 Fitness of 404 Walter Road Mazomanie, WI 53560 and agree to the terms of this Membership Agreement (hereinafter "Agreement"), which includes any and all of the following duly executed documents: amendments, addenda, exhibits, schedules or supplementary agreements, to include but not limited to the Automatic Funds Transfer Agreement and/or Personal Training.

TERMS OF USE

Basic Member Good Behavior. All members shall agree to behave themselves while at Velocity 365 Fitness. Non-Compliance with these terms of use may result in immediate termination of my membership and forfeiture of those month's fees. By initialing in each of the following lines, Member is indicating that Member has read, understands and agrees to the following terms:

- ___ ONLY PAID MEMBERS ARE ALLOWED IN FITNESS CENTER DURING NON-STAFF HOURS.
- ___ PARENTS MUST ACCOMPANY MEMBER CHILDREN UNDER 15 AT ALL TIMES.
- ___ MEMBERS ARE RESPONSIBLE FOR ANY DAMAGE CAUSED BY THEMSELVES, THEIR CHILDREN, OR UNAUTHORIZED GUESTS.
- ___ DO NOT DROP OR SLAM WEIGHTS
- ___ WIPE DOWN EQUIPMENT WHEN FINISHED
- ___ DEDICATED GYM SHOES ARE REQUIRED

AVAILABILITY OF SERVICES

Velocity 365 Fitness facilities and services shall be made available as of the date listed on the first page of this Agreement, immediately following the words "Membership Begins". Lexington Fitness is a 24-hour, 7-days a week fitness facility that Members have access to at any time as long as their memberships are in good standing. In addition, Velocity 365 Fitness' facilities and services are available to all persons, aged 12 years or older as long as the following conditions are met: Members aged at least 12 years but less than 15 must be accompanied by a legal guardian who is also a member of Velocity 365 Fitness and may be standing. In addition, Velocity 365 Fitness' facilities and services are available to all persons, aged 12 years or older as long as the following conditions are met: Members aged at least 12 years but less than 15 must be accompanied by a legal guardian who is also a member of Lexington Fitness and may be maintenance or make prompt equipment repairs, 2)make improvements to the facilities or services or 3)replace a facility or service with a superior facility or service.

CANCELLATION AND REFUNDS

Right to Cancel . You are permitted to cancel the Agreement, until midnight of the 3rd operating day after the date on which you signed the Agreement. After the 3rd day you are permitted to terminate the contract early for a \$100 termination fee. Family member cancellations will be subject to termination fees as well. After the end of your contract there is a 30-day notice of cancellation. If the facilities or services that are described in the Agreement are not available at the time you sign the Agreement, you have until midnight of the 3rd operating day after the day on which you received notice of the availability, to cancel the Agreement. If within this time period you decide you want to cancel the Agreement, you may do so by notifying Velocity 365 Fitness by any writing mailed or delivered to Velocity 365 Fitness at the address shown on the Agreement, within the previously described time period. If you do so cancel, any payments made by you, less a user fee of no more than \$10/day of actual use, will be refunded within 21 days after notice of cancellation is delivered, and any evidence of any indebtedness executed by you will be canceled by Velocity 365 Fitness and arrangements will be made to you relieving you of any further obligation to pay the same.

Membership Freeze Policy : If you have a term membership contract you may freeze time on your membership for an approved medical reason. Freezes can be from 30 to 90 days at a time. We may ask for documentation to verify your situation. Freezing time on your membership does not stop your membership payment. Time of your freeze will be added to the end of your contract.

Death or Disability: If any member becomes unable to use the facilities or services provided by Velocity 365 Fitness because of either death or disability, the Member is liable only for that portion of the total consideration paid proportional to the amount of time for which Velocity 365 Fitness was available for the Member's use prior to the time of the death or disability.

SUPPLEMENTAL AGREEMENTS, MODIFICATIONS AND ORAL AGREEMENTS

Additional Services Of ered : In addition to the basic fitness facilities and services offered under the Membership Agreement, and at the option of each Member, additional personal training services may be contracted for with Velocity 365 Fitness or its Sub-Contractors. In the event that a Member chooses to contract for these additional services, the Member wishing to contract for said services must agree to and sign the appropriate Personal Training Agreement. Contracting for these additional services is purely optional.

Merger and Integration: This Agreement, including all the exhibits, supplements, schedules, addenda and amendments attached hereto, to include but not limited to the Automatic Funds Transfer Agreement, Tanning Agreement and/or the Personal Training Agreement, contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect hereto. This Agreement may only be amended or modified by a written document, duly executed by all parties.

Severability: If any provision of this Agreement, to include all exhibits, supplements, addenda and amendments attached hereto is held unenforceable, then such provision shall be modified to reflect the parties' intention. All remaining provisions of the Agreement shall remain in full force and effect. Non-Waiver The failure by one party to require performance of any provision of the Agreement, to include all exhibits, supplements, addenda and amendments attached hereto, shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Statute of Limitations : The parties agree that any action in relation to an alleged breach of this Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

Choice of Law : This Agreement shall be interpreted under the laws of the state of Wisconsin.

24-HOUR ACCESS CLUB WAIVER AND RELEASE OF LIABILITY

In exchange for the undersigned Member's use of Lexington Fitness' facility and/or equipment, at 404 Walter Road Mazomanie, WI 53560, Member, or if Member is a minor, Member and the Legal Guardian(s) of the Member, agree to the terms of this Waiver and Release of Liability (hereinafter "Waiver") as follows: 1 – Acknowledgment of Risk: Member, or in the case of a minor, Member and the Member's Legal Guardian(s), acknowledge and fully understand that there are inherent risks of serious injury, damage and loss, up to and including death, associated with physical exercise, weight lifting, aerobics, stretching, tanning, running, jogging and other recreational activities that take place at Lexington Fitness. These inherent risks include, but are not limited to, the risk of muscle strain, broken bones, heart conditions, due to overexertion, health problems due to preexisting conditions, trauma from improper use of weights or other fitness equipment, skin discoloration, skin cancer and other risks associated with activities at Lexington Fitness. Risks may arise from, among other factors: acts or omissions of other members or Lexington Fitness staff or agents; the condition of equipment or property, even if properly maintained; contact with allergens, bacteria and viruses; the risk of the Member or other members engaging in unauthorized activities; delays in or in the case of a minor, Member and Member's Legal Guardian(s) further acknowledges that all risks associated with Lexington Fitness programs and activities cannot be fully and exhaustively described as part of this document. You have agreed to purchase a membership at a facility that allows you access at any time. As such, you are aware that there will be no supervision or assistance. You are also aware that there will likely be no one to provide assistance to you. It is likely that should you require immediate assistance, none will be provided. We HIGHLY recommend you have a workout partner accompany you while at Lexington Fitness, but it is entirely up to you. ___ Initial

2 – Waiver of Rights and Release of Liability: Member, or if the Member is a minor, Member and Member's Legal Guardian(s), hereby releases, waives and discharges Velocity 365 Fitness, its owners, employees, directors, and agents from claims of negligence or other claims of liability against Lexington Fitness, its employees, directors and agents arising in connection with Member's participation in Velocity 365 Fitness' programs and activities or use of Velocity 365 Fitness' facilities and equipment, including but not limited to those risks described in paragraph #1 above, provided, however, that this waiver and release does not address injury, damage, or loss resulting from the intentional or reckless acts or omissions of Lexington Fitness, its owners, directors, agents, or employees.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENTS In exchange for the undersigned Member's use of Velocity 365 Fitness' facility and/or equipment at 404 Wlateral Rd Mazomanie, WI 53560 Member or if Member is a minor, Member and the Legal Guardian(s) of the Member agree as follows:

INDEMNIFICATION AND HOLD HARMLESS: Member, or if Member is a minor, Member and the Legal Guardian(s) of the Member, agrees to indemnify and hold harmless Velocity 365 Fitness' owners, directors, employees and agents, from and against all losses, damages, monetary awards and expenses, including all costs and attorney fees, incurred in connection with any and all claims of negligence against Lexington Fitness, its owners, directors, employees and agents, brought by any third party, Member, Member's Legal Guardian(s), or any of their respective heirs, successors, assigns or legal representatives, for any injury, death, illness, disease, or damage to property, arising from or connected with participation in any Velocity 365 Fitness program or activity or use of Velocity 365 Fitness' facilities or equipment. This indemnification and hold harmless agreement does not address losses, damages, monetary awards and expenses resulting from the intentional or reckless acts of Lexington Fitness, its owners, directors, employees and agents. I CERTIFY THAT I HAVE READ THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, THAT I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING IT AND THAT I SIGN IT VOLUNTARILY.

I understand that it is Velocity 365 Fitness' desire to make all of its members feel safe and welcome, and I agree to the rules, regulations, and terms of this Agreement.

Signature: _____ Date: _____ Signature: _____ Date: _____

Signature: _____ Date: _____ Signature: _____ Date: _____