

Power-Up Membership Agreement

Name: _____ Date: _____

Home Address: _____ Age: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail: _____

Membership Fees

*****Please note a \$20 Deposit Fee For Each Key Fob Provided (\$20 will be returned should you cancel your membership and return the keyfob)***

****Members under the age of 18 must be accompanied by an adult***

Day Pass.....\$10

Month To Month Gym Membership.....\$40/Month **(\$35/Month with Automatic Withdraw)**

6 Month Membership.....\$229

I Year Gym Membership (Two Options)

Option A: ***One Time Fee***.....\$399/Year* (That saves you \$81 dollars a year)

Option B: ACH (Automatic Withdraw)....\$35/Month (That saves you \$60 a year)

*We can only place memberships on “hold” for medical and/or family emergencies. For those of you who prefer to take particular months off from the gym during the year (i.e. summer) you may want to consider the “Month To Month” option.

Start Date: _____ **Cash/Check/Credit Card Total Payment: \$** _____

Health Declaration

The member acknowledges that he/she is in good general health and there is nothing preventing them from engaging in an exercise program. The member agrees to inform Power-Up of any changes in their physical condition. The member acknowledges he/she should consult a physician before engaging in any exercise at Power-Up.

A. Physical Activity Readiness Questionnaire (PAR-Q)	Yes	No
Has your doctor ever said that you have a heart condition and that you should only perform physical activities recommended by a doctor?		
Do you feel pain in your chest when you perform physical activities ?		
In the past month, have you had chest pain when you were not performing any physical activities?		
Do you lose your balance because of dizziness or do you ever lose consciousness?		
Do you have a bone or joint problem that could be made worse by a change in your physical activities?		
Is your doctor currently prescribing any medication for your blood pressure or for a heart condition?		
Do you know of <u>any</u> other reason why you should not engage in physical activities?		

If you have answered “Yes” to one or more of the above questions, consult your medical fitness professional.

The Power-Up Satisfaction Guarantee or 100% Money Back

We are so confident that you will be completely satisfied with your membership and our customer service that if at any time ***within the first 14 days of your membership*** if you become unhappy with any aspect of your membership you may cancel and receive a full refund.

Representation and Full Release

Power-Up reserves the right to terminate any membership at any time due to any violation of the rules or any conduct which in the opinion of the management is prejudicial to the welfare, good order, and the character of the club. If I become a member of Power-Up according to the foregoing agreement, I intend to engage in athletic and physical fitness activities on the premises of Power-Up. I understand that these athletic and physical fitness activities involve certain risks and exposure to personal injury, which risks and exposure I voluntarily assume by becoming a member of Power-Up and using its facilities. In partial consideration of the use of Power-Up facilities, I hereby release in full and forever discharge Power-Up, its directors, officers, agents, vendors, and employees whether acting officially or otherwise on behalf of myself, my heirs, executors, administrators and personal representatives from any and all claims, demands or causes of action relating to or deriving from my presence or activities on Power-Up premises which may result in my death or in any injury to of any claims, demands, injuries, damages, actions or causes of action whatsoever.

1. I understand and agree that Power-Up does provide 24 hour access and at times will not have a staff member on-site. Use of Power-Up equipment and their facilities is at my own discretion and risk.
2. Membership is neither assignable nor transferable to or by any member.
3. I understand that by allowing non-members into Power-Up to use Power-Up equipment and their facilities is prohibited. Illegal trespass will not be tolerated and charges may be brought. My gym membership will be discontinued immediately.
4. Smoking is not allowed on the premises (grounds, parking lot, decks, building, etc.)

Cancellation Policy

Membership cancelations are provided for:

1. Anytime within the first 14 days of your membership (100% money back guarantee).
2. Death
3. Moving outside of 25-mile radius.
4. Medical reasons that prevent continued use.

****Buddy Bucks Referral Program** (Details on Buddy Bucks Card)**

Member signature _____ Date _____
 Parent/Guardian signature _____ Date _____
 Witness Signature _____ Date _____

Approved/Accepted **AUTHORIZATION AGREEMENT FOR ACH COLLECTIONS**

I hereby authorize **POWER-UP** hereinafter called POWER-UP, to initiate debit entries to my
 ___ Checking ___ Savings account (select one or both) at the depository financial institution(s)
 named below for the purposes of payments.

Bank: _____
ROUTING/ABA # _____ **ACCOUNT #** _____

CHECKING _____ **SAVINGS** _____ (Select one)

AUTHORIZED SIGNATURE _____

PRINT NAME _____

*** ATTACH A COPY OF A VOIDED CHECK HERE (If available)**



Power-Up! HFP Waiver, Release, and Assumption of Risk Form

This form is an important legal document. It explains the risks you are assuming by participation in an exercise program. It is important that you read and understand it completely. After you have done so, please print your name legibly and sign in the spaces provided at the bottom.

Waiver, Informed Consent, and Covenant Not to Sue

I, _____, have volunteered to participate in a exercise program and/or fitness testing under the direction of Power-Up! HFP, which will include, but may not be limited to, weight and/or resistance training. In consideration of Power-Up’s agreement to instruct, assist, and train me, I do here and forever release and discharge and hereby hold harmless Power-Up, and their respective agents, heirs, assigns, contractors, and employees from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with my participation in this or any exercise program including any injuries resulting there from. THIS WAIVER AND RELEASE OF LIABILITY INCLUDES, WITHOUT LIMITATION, INJURIES WHICH MAY OCCUR AS A RESULT OF (1) EQUIPMENT THAT MAY MALFUNCTION OR BREAK (2) ANY SLIP, FALL, DROPPING OF EQUIPMENT AND (3) OUR NEGLIGENT INSTRUCTION OR SUPERVISION.

Assumption of Risk

I, _____, recognize that exercise might be difficult and strenuous and that there could be dangers inherent in exercise for some individuals. I acknowledge that the possibility of certain unusual physical changes during exercise does exist. These changes include abnormal blood pressure; fainting; disorders in heartbeat; heart attack; and, in rare instances, death. I understand that as a result of my participation, I could suffer an injury or physical disorder that could result in my becoming partially or totally disabled and incapable of performing any gainful employment or having a normal social life. I recognize that an examination by my physician is recommended prior to involvement in this exercise program. I acknowledge and agree that I assume the risks associated with any and all activities and/or exercises in which I participate. I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST Power-Up, or OTHERS REFERRED TO IN THIS DOCUMENT FOR ANY NEGLIGENCE OR THAT OF OUR EMPLOYEES, AGENTS, OR CONTRACTORS

Signature

Date

Parent/Guardian (If under 18)

Date

Witness

Date