

VTWC (Blacksburg Health and Fitness at The Weight Club) Membership Agreement

This membership agreement dated this ____ (day) of _____ (month), 202__ by and between _____ (printed name) (member) and VTWC, Inc. a non-stock, non-profit Virginia Corporation owned and operated by its members (VTWC).

<input type="checkbox"/> Student
<input type="checkbox"/> Senior (59 & up)

1. Term: Upon the execution of this Membership Agreements and a payment of the required dues, this agreement shall continue during the term of _____ to _____. VTWC and member, through an addendum to this agreement, may extend this term upon agreement. No term extension will be granted if, at the expiration of the term, member no longer complies with the membership requirements provided in the Articles of Incorporation and Bylaws of VTWC, and further specified as warranties of member in Paragraph 7 of this agreement.

BUYER'S RIGHT TO CANCEL

If you wish to cancel this contract, you may cancel by making or delivering written notice to this health club. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed before midnight of the third business day after you sign this contract. The notice must be delivered or mailed to: VTWC, 801 University City Boulevard, Blacksburg VA 24060. If canceled within three business days, you will be entitled to a refund or all monies paid. You may also cancel this contract if this club goes out of business or relocates and fails to provide comparable alternate facilities within five driving miles of the location designated in this contract. You may also cancel if you become physically unable to use a substantial portion of the health club services for 30 or more consecutive days, and your estate may cancel in the event of your death. You must prove you are unable to use a substantial portion of the health club services by a doctor's, physician's assistant or nurse practitioner's certificate, and the health club may also require that you submit to a physical examination, within 30 days of the notice of cancellation, by a doctor, physician's assistant or nurse practitioner agreeable to you and the health club (cost to be borne by the health club). If you cancel after three business days no refund will be issued unless for the reasons stated above. Any refund due to you shall be paid within 30 days of the effective date of cancellation. Memberships paid through EFT (Electronic Funds Transfers) may be cancelled for any reason after the fulfillment of the required term and in accordance of EFT cancellation policies.

2. MEMBERSHIP DUES: The dues required of member for the initial term of membership shall be \$_____ payable upon the execution of this agreement. In order to remain in good standing and have the rights of a member, member shall be responsible for payment to VTWC of all membership dies or other fees as they become payable. Failure to pay such dues in a timely fashion shall result in termination of this agreement and the privileges afforded. The Board of Directors of VTWC shall have discretion in determining the amount of membership dues and the times at which such dues shall become payable.

3. PRIVILEGES OF MEMBERSHIP: In addition to membership in VTWC, the privileges provided to member under this agreement are the availability and use of the weightlifting, fitness and exercise equipment and facilities owned and operated by VTWC for the term set forth in this agreement. Such privileges are subject to member abiding by the rules and regulation provided herein, as well as such future rules and regulation as may be adopted by VTWC. Membership in VTWC does not authorize member to take any action or make any statements for or on behalf of VTWC. Such rights are expressly reserved to the employees and directors of VTWC.

4. VIOLATION OF POSTED RULES AND REGULATIONS: Reasonable rules and regulations may be posted from time to time by VTWC regarding health, protection or safety of member and this agreement shall be subject to strict compliance therewith. Failure by member to so comply shall permit VTWC to revoke this agreement, said revocation to be effective upon notice to member with no refund.

5. PERSONAL POSSESSIONS: VTWC shall not be responsible for any lost, stolen, or damaged personal possessions of member.

6. WARRANTIES OF MEMBER: Member represents warrants and acknowledges that he or she (a) is in good physical condition and able to utilize VTWC's equipment and facilities and perform the exercises associated herewith and (b) has a serious competitive or recreational interest in various forms of weightlifting and cardiovascular activities.

7. RELEASE: Member acknowledges that through participation in activities and use of facilities made available through this agreement, certain substantial risks may be present, including , but not limited to, exposure to germs, hazards of the use by member or others of weightlifting, fitness and exercise equipment, and the neglect or other careless acts by others or VTWC, in consideration for the membership privileges granted hereby, member assumes all of the above risk and release and will hold harmless VTWC and its employees, agents, and directors from any and all liability, actions, causes or action, debts, claims and demands of every kind and nature whatsoever, whether known or unknown, which member currently has or which may arise our of or be incurred in connection with the use of this premises, facilities or equipment owned and/or operated by VTWC , or membership in VTWC. The terms of this provision shall serve as a release, indemnification and an assumption of risk for member's heirs, executives, administrators, and all family members.

8. ENTIRE AGREEMENT: No oral promised, statements, warranties or representation, either express or implied, are included in this agreement or in addition to or contrary to any written portion of this agreement. This agreement and any addendum hereto constitute the entire agreements between member and VTWC. No modification or waiver of this agreement shall be valid or effective unless it is in writing and signed by member and VTWC. It is expressly agreed that the rights, privileges and obligations of membership are not transferable by member.

9. INVALID PROVISIONS: If any part of this agreement is found to be invalid or unenforceable, the remainder of the agreement will be valid and enforceable. Any holder of this agreement or note is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder. **NO CONTRACT, INCLUDING ALL RENEWALS, WILL LAST FOR MORE THAN THIRTY-SIX (36) MONTHS. IN WITNESS WHEREOF** the parties have signed this agreement on the day and year first above mentioned. I have read, understand and agree to the above statements and acknowledge my Buyer's Right to Cancel.

NOTICE: ANY HOLDER OF THIS CONTRACT OR NOTE IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HERUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HERUNDER.

Member's Signature: _____ Date _____ VTWC, Inc. (staff) By: _____

Family Members (Please print clearly): _____

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Rules and Regulations

1. Couple and Family Memberships – Must be a married couple, siblings 19 and under or parents and children in the same household. Children joining with Parents must be 19 or under, 21 and under if still a student.
2. Freezing Memberships – Paid in Advance memberships may be frozen due to job related travel or long-term illness. Documentation from employer or physician must be provided. EFT memberships may be frozen at any times once contract term has been fulfilled with written request submitted prior to the 20th of the month. All requests must be submitted in writing to management or e-mailed to ChristieHeslip@gmail.com or TheWeightClub@hotmail.com for approval.
3. Children Working Out – Children under the age of 18 must have a parents or legal guardian sign a waiver. Children 13-18 years of age may workout alone AFTER an orientation session with a Weight Club trainer. Children 8-12 years of age may workout with parent AFTER an orientation session with a Weight Club trainer AND the child must stay with the parents throughout the workout. **FOR THEIR SAFETY AND THE SAFETY OF OUR MEMBERS, NO CHILDREN UNDER AGE 8 MAY BE ON THE GYM FLOOR OR IN THE CARDIOVASCULAR AREA. THEY MUST BE SIGNED INTO CHILDCARE WHEN CHILDCARE IS AVAILABLE.**
4. Members must present Weight Club Card and/or Photo ID at the front desk upon entering the facility.
5. Shoes and shirts are required. You may not workout in street clothes or flip-flops/open toed shoes.
6. No tobacco products allowed on premises.
7. Members are not permitted behind the front desk counters.
8. No chewing gum or spitting on the track. If you are caught spitting on the track you will be asked to leave the facility.
9. No foul or abusive language and/or unruly conduct allowed anywhere in the facility.
10. Lockers are for use while you are working out only except for those members who have paid for yearly locker service.
11. Members must wipe down all equipment before and after use.
12. Use care with all equipment; if you do not know how to use it have a trainer instruct you on proper use.
13. Spotters are required for all free weight exercises.
14. Free weight plates and dumbbells should never be dropped or thrown down.
15. If you do not re-rack your weight or place weights back in proper place you will be asked to leave the facility. Failure to comply can result in loss of membership.
16. Conduct yourself in a manner that is not disturbing and distracting to others.

I have read the above Weight Club rules and understand that failure to follow these rules may result in loss of Membership privileges with no refund given.

Name _____ Date _____

WEIGHT CLUB STAFF, MANAGEMENT AND THE BOARD OF DIRECTORS WILL ENFORCE RULES.