

GDI Living Heart Fitness Agreement

15 N Main - Ste. 101, Groton SD

Call/Text Paul: 605-397-7460

Call/Text Tina: 605-397-7285

Name: _____

Birth Date: _____

Address: _____

Cell Phone: _____

Student: _____ Monthly: \$29.82 _____ Yearly \$255.60

Single: _____ Monthly: \$35.15 _____ Yearly: \$319.50

2-person: _____ Monthly: \$54.45 _____ Yearly: \$575.10

Family: _____ Monthly: \$67.10 _____ Yearly: \$702.26

e-mail: _____

Rules & Regulations

- Allowing others into the facility is prohibited.
- Your membership may not be used by or assigned to another person.
- Each member is responsible for proper use of the exercise equipment.
- Any equipment or other property damaged or destroyed at GDI Living Heart Fitness due to the negligence or willful misuse of, the member will be held responsible for repair/replacement at said members' expense, and may result in loss of membership.
- GDI Living Heart Fitness is not responsible for any accidents that may occur with exercise and weight equipment or on the premise during any staffed or unstaffed hours.
- Each member must use his/her 24-hour access code when using the facility. If two people come together, they must both enter separately using their own code.
- All exercises, including the use of weights and use of any and all machinery designed for exercising shall be at the member's sole risk.
- No guests are permitted
- Persons under the age of 15 may not use the facility without parental supervision.

Applicant's Statements

The member acknowledges that he/she has been advised to receive a physical examination and consult with a physician before joining GDI Living Heart Fitness and beginning a program of physical exercise. The member certifies that he/she is in good health, and has no conditions or limitations that would prevent the member from utilizing the membership options in a safe manner.

If you have chosen monthly recurring as payment, your signature allows us to charge monthly for your membership until you give us a written 30-day cancellation notice.

Cancellation and Refund Policy

- This agreement may be canceled if I become permanently disabled and provide written evidence signed by a physician.
 - Should I permanently move my residence more than 35 miles from GDI Living Heart Fitness and provide written evidence.
 - There will be a \$40 service charge for any returned check.
 - The member may cancel this agreement by midnight of the third day after the date of this agreement and such cancellation must be in writing.
 - Should a member default, member agrees to pay all costs of collection, including agency fees, court costs, and reasonable attorney fees, all of which may be paid of incurred by the holder of this note. Member also agrees that no other representation is made other than that which is agreed to in writing herein. The term of the agreement is for 12 months from the date signed below. Member will pay the balance due of the agreement if they decide to cancel. After 12 months, the agreement is on a month-to-month basis. Cancellation after that is required 5 days prior to the first of the month. Cancellation after the 1st of the month will not result in a refund for that month.
 - In the event that the club closes and ceases doing business, the member is not obligated to continue payment.
- FAILURE TO USE THE FACILITY WILL NOT RELIEVE THE MEMBER OF PAYMENT.

Release and Waiver of Liability

I, the undersigned, hereby request permission to participate in weight training and cardiovascular training at GDI Living Heart Fitness in Groton, South Dakota. I acknowledge that voluntary participation involves a risk of injury. I hereby assume all risks of injury that may be sustained in connection with such participation and agree to hold GDI Living Heart Fitness, its employees and agents harmless from any and all claims with respect thereto.

In consideration of the permission granted to the undersigned to participate in the afore mentioned training, I do hereby release and discharge GDI Living Heart Fitness, its agents and employees from any and all liability and do further waiver and relinquish any and all rights I may have to negligence, other fault or unavoidable accident resulting from my participation in activities through GDI Living Heart Fitness.

The undersigned participated hereby accepts the risk associated with participation in weight training and cardiovascular training and certifies to be of sound medical health. The undersigned hereby agrees to all of the terms and conditions as herein set forth.

The undersigned state that they have carefully read the above and foregoing document, the undersigned knows the contents thereof have been accurately and truly given and sign the same of their own free act.

- I HAVE READ AND AGREED TO THE ABOVE TERMS

Printed Name: _____ Date: _____