



MEMBERSHIP AGREEMENT

Member Name: _____ Birth Date: _____
(please print legibly)

Street: _____ Phone: _____

City: _____ State: _____ Zip: _____

Email: _____

Emergency Contact Name/Relationship: _____ Phone: _____

The undersigned ("Member"), desires to become a member of Grandview Pro Fitness, LLC. ("Grandview Pro Fitness") and agrees to the following terms and conditions:

1. PAYMENT OF MEMBERSHIP FEES. All payments to Grandview Pro Fitness are final and can be made by one of the following options:

- **Annual Payment:** Under this option, a payment in the amount of \$455.00 (plus tax) must accompany the Application.
- **Monthly Draft Payment:** Under this option, a payment in the amount of \$50.00 (plus tax) must accompany the Application.
- **One Time Initiation Fee:** This \$75.00 (plus tax) fee is collected at time of purchase of either an annual or monthly payment.

Should Member select the Monthly Draft Payment option, Member agrees to pay the then-current monthly Membership Fee, plus applicable taxes, each month thereafter through automatic withdrawals from an account or automatic charges to a credit card maintained by Member in a financial institution, pursuant to a debit authorization form signed by Member.

2. TERM. All memberships of Grandview Pro Fitness are either month-to-month or annual (when paid in full), and payments are due in advance. Automatic drafts will not be cancelled without thirty (30) days written notice, either by certified mail, hand-delivery to the management of Grandview Pro Fitness, or by electronic means (i.e., email). No refunds will apply.

3. DEFAULT/REMEDIES. Any monthly payment received more than ten (10) days after the due date shall be subject to a late charge of ten percent (10%) of the amount due or Twenty Dollars (\$20.00), whichever is greater.

4. MEMBERSHIP ACCESS. Member will be issued a keyfob, which will entitle Member to enter the premises and enjoy the use and benefit of the facilities of Grandview Pro Fitness (collectively, the "Facility"). Member agrees not to allow any other person(s) access to the Facility using Member's keyfob, and Member will not allow anyone to enter the Facility along with Member. Member agrees to safeguard the keyfob. Should Member violate any conditions of Membership Access, the membership may be revoked with no refund, and criminal prosecution may be applicable.

5. FACILITY AND HOURS OF OPERATION. The Facility is an unmanned fitness center and, with the exception of any closures for maintenance or any mandatory shutdowns by property management or any governmental authority, is open

twenty-four (24) hours, three hundred sixty-five (365) days a year.

6. RULES AND REGULATIONS. Member acknowledges that Grandview Pro Fitness operates under rules and regulations established for the safety and protection of its members, and agrees to be bound by such rules and regulations, as well by the rules and regulations subsequently approved and posted or otherwise published by Grandview Pro Fitness. Such rules and regulations in effect from time to time are incorporated into this Agreement by reference. Facilities, equipment, hours, service, regulations and policies are subject to change from time to time, without prior notice, in the sole discretion of Grandview Pro Fitness. Member agrees to accept such reasonable change(s) as a condition of membership. Member additionally recognizes:

- a. Under no circumstances shall Member move exercise equipment or use the equipment in any manner not authorized by Grandview Pro Fitness.
- b. All equipment shall be wiped down by Member after each use, with the supplies provided by Grandview Pro Fitness.
- c. This membership is for Member, and Member only, and Member will not give access to another individual.
- d. Member will not misuse the equipment. Should Member damage or break any of Grandview Pro Fitness's equipment or property, Member shall be liable for the reasonable cost of necessary repairs or replacements to such equipment or property.
- e. All members must be at least eighteen (18) years of age, or accompanied by a parent or legal guardian.
- f. Members shall conduct themselves in a well-mannered fashion so as not to cause any disturbance which may interfere with the use and enjoyment of the Facility by any other member. Any conduct deemed by Grandview Pro Fitness, in its sole discretion, to be offensive, potentially harmful, dangerous or abusive will not be tolerated, and shall be grounds for termination of Member's membership by Grandview Pro Fitness.
- g. Grandview Pro Fitness shall not be responsible for any lost or stolen items.
- h. Member should not occupy any equipment for an extended period of time. Member should allow others waiting to use such equipment to work into their rotation.
- i. In the event of an emergency, Grandview Pro Fitness is authorized to notify the person(s) listed under Participant's emergency contact information.

7. PROHIBITED ACTIVITIES. Alcohol, drugs (including steroids), and smoking are prohibited within the Facility. Member agrees not to use the Facility or engage in any activity at Grandview Pro Fitness while under the influence of drugs, alcohol, or medication that may impair Member's ability to operate the equipment. No weapons of any kind are allowed. No photography, videotaping, filming or audio recording is permitted within the Facility without the express written consent of Grandview Pro Fitness's management. Grandview Pro Fitness reserves the right, in its sole discretion, to limit the consumption of food or beverages, or to the use of outside equipment within the Facility. Gambling or gaming is prohibited within the Facility or on the premises.

8. DRESS/TOWEL POLICY. Grandview Pro Fitness requires that members wear appropriate clothing and footwear while in the Facility. Member agrees to have a cloth towel during workouts to protect and clean the equipment after Member's use.

9. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

10. HEADINGS. The headings in this Agreement are inserted for convenience only and shall not constitute a part of this Agreement.

11. BINDING EFFECT. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

13. ENTIRE AGREEMENT. This Agreement, including the schedules, lists and other documents referred to in this Agreement which form a part of this Agreement, embody the entire agreement and understanding of the parties with respect to the subject matter contained in this Agreement. There are no restrictions, promises, warranties, covenants or undertakings, other than those set forth or referred to in this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to each subject matter.

14. GOVERNING LAW. This Agreement, and all documents mentioned herein by reference, shall be governed by the laws of the State of Ohio.

15. FURTHER ASSURANCES. The parties agree to execute such further documents as may be necessary, proper or

convenient, for the purpose of fully effectuating the terms and conditions of this Agreement.

16. SUSPENSION AND TERMINATION. I understand that Grandview Pro Fitness may suspend or terminate my membership at any time, in its sole and absolute discretion, for non-payment of Membership Fees or for violation of any of Grandview Pro Fitness's policies and procedures, and that in so doing, Grandview Pro Fitness assumes no further liability to adhere to the terms of this Agreement.

17. ACCEPTANCE OF TERMS. As a Member, I understand that I am entitled to use the Facility within the scope of the membership that I have selected, and that I am obligated to pay my dues and fees regardless of whether or not I use the Facility. I agree to promptly update Grandview Pro Fitness of any change in my contact information (including address, telephone number or email address) or change in credit information.

I certify that I have read the foregoing Membership Agreement, and that by signing below, I acknowledge that I understand and agree to be bound by all of the terms and conditions hereof. I further acknowledge that a fully executed copy of this Membership Agreement has been provided to me.

Member's Signature _____

Printed Name _____ Date _____

Signature of Grandview Pro Fitness representative _____

Printed Name _____ Date _____

LIABILITY WAIVER AGREEMENT

Participant Name: _____ Birth Date: _____
(please print legibly)

Street: _____ Phone: _____

City: _____ State: _____ Zip: _____

Email: _____

Emergency Contact Name/Relationship: _____ Phone: _____

GRANDVIEW PRO FITNESS, LLC GYM LIABILITY WAIVER

I (Participant) understand that weight lifting, cardiovascular training, bootcamps, yoga, and other activities now available or that may become available at the Facility in their various forms, as well as preparation for participation in, coaching or spotting, volunteering, and all other aspects involved with these activities (“collectively referred to hereinafter as “Activities”) are inherently dangerous activities involving many RISKS, DANGERS, AND HAZARDS. These risks, dangers and hazards include, but are not limited to, falling, collisions with objects, people or structures, being struck by other participants or objects, loose holds or other equipment failure, the actions of other participants including negligence or inexperience of the Participant’s partner(s), overuse injuries, the aggravation of preexisting conditions, or other foreseeable or unforeseeable events or circumstances. I understand that INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of the Activities. I know that the risk of SEVERE INJURY and even DEATH exists in the participation of the Activities. I also understand that maintenance of the Facility and equipment, training, coaching, instruction, supervision, enforcement or lack thereof of any rules or regulations, route setting, or any added safety measures (hereinafter “Associated Activities”) by Grandview Pro Fitness, its subsidiaries, affiliates, officers, directors, employees, volunteers, agents, coaches, instructors, contractors, representatives, competition organizers and sponsors, and equipment providers do not and cannot guarantee my safety.

I (Participant) hereby represent that I am fit and suffer from no adverse health condition or effect that would limit my ability to participate in any Activities offered by Grandview Pro Fitness.

I (Participant) hereby represent that any of my own equipment that I use at the Facility is safe and in no way shall Grandview Pro Fitness be liable for any damages caused to myself or a third party for any failure of any such equipment.

I (Participant) hereby represent that I have conducted a thorough visual inspection of the Facility and equipment I will be using and I am aware of any potential hazards associated with the Facility and/or such equipment.

With full knowledge and understanding of the RISK OF SEVERE INJURY AND DEATH involved in the Activities and the Associated Activities, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT, OR EVEN FATAL INJURIES, even if I follow the instructions or advice of Grandview Pro Fitness.

RELEASE

In consideration of Grandview Pro Fitness’s acceptance of my membership application or day use of the Facility, and in spite of the risk of severe or permanent injury or even death, the undersigned agrees as follows:

1. I (Participant) hereby unconditionally WAIVE AND RELEASE ANY AND ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND OR NATURE AGAINST GRANDVIEW PRO FITNESS, AND ANY MANUFACTURERS OR DISTRIBUTORS OF EQUIPMENT USED BY GRANDVIEW PRO FITNESS, RELATED IN ANY WAY TO THE ACTIVITIES OR THE ASSOCIATED ACTIVITIES. THIS WAIVER AND RELEASE INCLUDES BUT IS NOT LIMITED TO ANY SUCH CLAIMS OR CAUSES OF ACTION, present or future, related to injury or damage to Participant, his/her property, or to any other person or property, for any loss, damage, expense or injury (including DEATH) suffered by any person from or in connection with Participant engaging in any Activities and from Associated Activities, due to any cause whatsoever, INCLUDING NEGLIGENCE and/or breach of express or implied warranty on the part of GRANDVIEW PRO FITNESS.

2. Participant agrees to hold harmless, defend and indemnify Grandview Pro Fitness from any claim or action, present or future, related to injury or damage to Participant, his/her property, or to any other person or property, for any loss, damage, expense or injury (including DEATH) suffered by any person from or in connection with Participant’s participation in any Activities and from Associated Activities, due to any cause whatsoever including negligence and/or breach of express or implied warranty on the part of Grandview Pro Fitness.

3. Participant hereby RELIEVES GRANDVIEW PRO FITNESS OF ANY DUTY TO PROTECT PARTICIPANT FROM HARM in connection with any Activities, Outside Activities or Associated Activities in which Grandview Pro Fitness is involved in any way.

4. In the event Participant does suffer any type of damages or injury, Participant shall notify Grandview Pro Fitness immediately of any such occurrence or cause.

5. Participant authorizes Grandview Pro Fitness to stabilize, obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of Grandview Pro Fitness medical attention is required and Participant is unable to make such decisions for himself/herself. Participant agrees to pay all costs associated with such medical care and related transportation and shall DEFEND, INDEMNIFY AND HOLD HARMLESS Grandview Pro Fitness of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care. Participant also authorizes disclosure of any protected medical information in the possession of Grandview Pro Fitness that is necessary to provide, coordinate or manage members' healthcare consistent with the dictates of HIPAA and to the extent that such use or disclosure is required by law.

6. This Liability Waiver shall continue in effect in perpetuity so that each time Participant or Member uses the Facility or participates in any Outside Activities from the date this waiver is signed forward he/she shall be bound by the terms and conditions herein.

7. If any provision of this Agreement or the application of any such provision to any person or circumstance is held invalid, the remainder of this Agreement, and the application of such provision other than to the extent it is held invalid, will not be invalidated or affected thereby.

8. This Participant and Liability Waiver Agreement shall be governed by Ohio law, without regard to conflicts of laws principles. In addition, Participant or Member agrees that jurisdiction and venue for any action or claims arising out of or relating to this Agreement shall be in the United States District Court for the Southern District of Ohio located in Columbus, Ohio or in the Franklin County Municipal Court.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, PARTICIPANT SIGNIFIES HIS ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

SIGNATURE: _____ DATE: _____

SIGNATURE OF PARENT OR LEGAL GUARDIAN REQUIRED FOR PARTICIPANTS UNDER THE AGE OF 18

As the parent or legal guardian of the minor child Participant named above, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, Participant, and any other parent or legal guardian of the Participant, intending that they be binding on me, the Participant, and our respective heirs, executors, personal representatives, administrators and assigns. By affixing my signature below I represent that I intend to give up my right, the right of Participant, and the right of any other parent or guardian or person to maintain any claim or suit against Grandview Pro Fitness arising out of Participant's participation in any Activities or related in any way to the Associated Activities. I further agree to hold harmless, defend, and indemnify Grandview Pro Fitness of and from any claims from third parties arising from or related to the minor child Participants' participation in any Activities or Associated Activities.

PARENT OR LEGAL GUARDIAN'S SIGNATURE: _____ DATE: _____
(18 years and older only)

PRINTED NAME: _____
(please print legibly)

Recurring Payment Authorization Form

Please complete the information below:

I _____ authorize Grandview Pro Fitness, LLC to charge my credit card or to make a withdrawal from my bank account indicated below for \$ _____ on the first day of each month for payment of my gym membership fee.

Billing Address _____ Phone# _____

City, State, Zip _____ Email _____

*If you require the use of a checking or savings account for payment, please ask a staff member for assistance.

Credit Card/Debit Card



Visa MasterCard
Amex Discover

Cardholder Name _____

Account Number _____

Exp. Date _____

Verification Code _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Grandview Pro Fitness, LLC in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that Grandview Pro Fitness, LLC may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$25 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form.

SIGNATURE _____

DATE _____