

Feldman Performance, LLC – Membership Agreement



24 Hour Access Gym & Personal Training

Name: _____ Member Number: _____

Address: _____

Effective Date: ____/____/____ Classes / 24 Hour Gym / Personal Training / Nutrition / Youth
(circle as applicable)

Contract Option/Monthly Fee: _____/\$_____ Date of Birth: ____/____/____
(Per attached Fee Schedule)

E-mail: _____ Cell Phone: _____

Emergency Contact: _____
Name Relation Cell Phone

Other: _____

In consideration for payment by the Member and the use of the training facilities and equipment and/or participation in fitness classes through Feldman Performance, LLC, the parties agree to the following:

- 1) Member will participate in training activities in a safe and considerate manner, both for the Member's own safety and for the safety of other Members. Feldman Performance, LLC may suspend and/or terminate this Agreement, at its sole discretion, if a Member is engaging in illegal activities, unsafe activities, or activities that are detrimental to the enjoyment and use of the facility by other Members.
- 2) Member will make payment of the monthly fee set out above on the 1st day of each month. If payment in full of the monthly fee is not received by the 5th day of the month, Feldman Performance, LLC may suspend and/or terminate this Agreement, at its sole discretion. If suspension is elected, the suspension will be lifted as soon as payment in full is made.
- 3) For all direct deposits that are returned, there will be a \$10.00 charge that the Member is responsible for.
- 4) Member will receive a swipe card to use for access to the 24 hour gym. Member will not loan out or share the swipe card without Feldman Performance, LLC's express permission. If a Member's swipe card needs to be replaced, for any reason, there will be an \$10.00 replacement fee charged.
- 5) Attached to this Agreement are a Waiver and Release Form and a Fee Schedule for use of the facility. These two documents are hereby incorporated into this Agreement by reference herein.
- 6) Also attached to this Agreement and incorporated herein by reference is a current list of Facility Rules and Policies. A Member's failure to follow Facility Rules and Policies may result in the suspension and/or termination of this Agreement. Feldman Performance, LLC reserves the right to set new, or amend existing, rules and policies at any time, and Member agrees to be bound to follow such new or amended rules and policies that are reasonable and related to safety or proper use and enjoyment of the facility by all Members. Any new or amended rules and policies will be clearly posted at the facility.

Member Signature (Parent or Guardian if under 18)

Feldman Performance, LLC

Feldman Performance, LLC Waiver and Release Form



You have agreed to purchase a membership at a facility that allows access to its members 24 hours a day, 7 days a week. As such, be aware that there will be no scheduled or regular staff supervision or assistance at the facility. If, in the course of your use of the facility, you injure yourself or engage in physical activity that causes or contributes to unconsciousness, stroke, heart attack, or other ailment; there will likely be no one to respond to your emergency or provide immediate assistance. We highly recommend that all members have a training partner accompany them while at Feldman Performance.

Initial _____

Because physical exercise can be strenuous and lead to serious injuries or ailments, Feldman Performance, LLC urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You agree and understand that if you engage in any physical exercise or activity or use any Feldman Performance, LLC equipment on or off premises, you do so entirely at your own risk.

Initial _____

As measures of safety for its members and of security for the facility: the building is equipped with surveillance cameras; a key-card system is in place to control access to the facility to just members; general membership rules are provided to all members on use of the equipment, use of the facility, and respect for other members; and a public phone is available for emergency calls. These measures are in place to deter unsafe actions or behavior and allow Feldman Performance, LLC to appropriately follow up on any safety issues. These safety measures are not continuously monitored (other than use of the telephone to 911 for an emergency services call) and are not substitutes for your own good decision making or working with a training partner.

Initial _____

In consideration of your access to and use of Feldman Performance, LLC's facility, equipment, and training resources, you expressly agree 1) to assume all risks of your own injury, illness, death, or loss or destruction of personal property; and 2) to release and discharge Feldman Performance, LLC; any affiliated companies; their respective directors, officers, managers, agents, employees, and other representatives; and any respective successors and assigns from any and all liability whatsoever, including but not limited to all claims and demands, complaints, suits, liabilities, rights or causes of action, and claims for personal injury or property damage.

This Waiver and Release includes, without limitation, all claims of personal injury or property damage that may occur as a result of 1) your use of all amenities and equipment in the facility; 2) your participation in any activity, class, program, personal training, or instruction; 3) the malfunctioning of any equipment; 4) adverse consequences of any dietary recommendations; 5) slips or falls while at the facility or on adjacent property; and 6) any actions taken by other members or their guests (regardless of intent or negligence) that result in your personal injury or damage to property.

Should any part of this Waiver and Release be found unenforceable, only that unenforceable portion shall be removed from this agreement and the remainder of this Waiver and Release will remain in full force and effect.

I have read this Release and Waiver, understand its terms, and freely and voluntarily sign below. THIS IS A RELEASE OF LIABILITY – READ BEFORE SIGNING.

Member Signature (Parent or Guardian if under 18)

Date

Feldman Performance, LLC – Fee Schedule



24 Hour Gym

Individual Rates

\$40/month

Spouses/Partners Rates

\$70/month

Family Rates (Up to five family members) **

\$100/month

** For each family member over five, add an additional \$15 per month. Children 15 and younger must be accompanied at all times by a parent or adult guardian when using the gym.

Group Classes

Rates for group classes vary depending on the services needed and results desired.

Individual Training and Nutrition Coaching

Rates for individual sessions and nutrition coaching vary depending on the services needed and results desired. Please ask for a consultation if you have an interest.

All individual programs are defined as a number of sessions per week. Attempts will be made to schedule all sessions within an allotted 12 week period. Adjustments in schedule are circumstantial and will be determined by the trainer. Any unforeseen changes must be communicated as soon as possible to the trainer. Cancellations must be made 24 hours prior to a scheduled appointment. Missed appointments will not be rescheduled.

NO REFUNDS WITHOUT FELDMAN PERFORMANCE LLC'S EXPRESS APPROVAL

Feldman Performance, LLC – Rules and Policies



While all actions by Members should be done with safety and courtesy in mind, the following are specific rules and policies that should always be followed by Members during their use of the facility:

- Appropriate athletic shoes only. No streets shoes, boots or sandals are allowed in the workout areas.
- Shorts, sweat pants, tee shirts, tank tops and spandex accessories may be worn if deemed appropriate by gym management.
- Clean workout clothing is required. The management will address unsatisfactory hygiene conditions and corrective action may be required.
- Please avoid the use of heavy perfume or cologne.
- No belt buckles, blue jeans or loose jewelry may be worn in the workout area.
- Please be courteous at all times.
- Allow others to work in during your rest periods.
- Keep hands and feet away from all moving parts and weight stacks.
- Do not attempt to repair or adjust any equipment that has malfunctioned.
- Report any equipment problem immediately to the staff.
- Wipe off equipment and benches after each use.
- Rack all weights after each use.
- Always use a spotter and safety pins when appropriate.
- Collars and clips must be used with barbell lifting.
- Water bottles with spill-proof lids are allowed in all areas of the club.

Last Updated 11/01/2019