Membership Application



<u>Locations:</u> Mountain Fitness - The Wellness Center - Mt. Shasta Mountain Fitness- South - Mt. Shasta Mountain Fitness - Lake Shastina

First Name:		Driver's License #:	
		Picture ID #:	
Address:		Home Phone#:	
		Cell Phone#:	
		Work Phone#:	
Zip Code:	Sex: Male / Female	Employer:	
Birth Date:// Emergenc		/ Contact:	
		elationship:	

E-Mail Address:

May we send your bills/invoices to your email address? Y / N There is a \$2 additional charge for paper bills.

MEMBERSHIP TYPE	MONTHLY RATE	TOTAL AMOUNT DUE TODAY

Your Joining Fee entitles you to an orientation with a personal trainer. Would you like a trainer to call you to set up an orientation? Y / N

ASSUMPTION OF RISK AND WAIVER OF CLAIMS. Gym, pool, and activities carry some inherent risks, including but not limited to injury from free weights, injury during the use of exercise machines, from drowning, from falling on slippery pool, bathroom, and court surfaces.. The undersigned **member** hereby acknowledges and assumes all such risks and release **MOUNTAIN FITNESS CENTERS LLC.** (DBA "MOUNTAIN FITNESS"), its officers and agents from liability for any such injuries, and the **member** agrees that the **member** will at no time pursue any legal claims, actions, or lawsuits against them for such injuries. This assumption of risk and release of liability shall apply even if the injury is due to negligence on the part of MOUNTAIN FITNESS. It shall be binding upon the personal representatives, heirs, and assigns of the **member**, and shall also apply to classes offered by MOUNTAIN FITNESS. This assumption and release applies to all facilities and activity locations. The **member** agrees to promptly report any worn or unsafe equipment, activities, or conditions to MOUNTAIN FITNESS. The **member** understands that the use of the gym and equipment is unsupervised and there are no lifeguards at the pool. For the users under the age of 18, their parent signs the agreement as the **member** on their behalf.

IF THE APPLICANT IS UNDER THE AGE OF 18, a parent signature is needed to authorize this membership. It is understood that the parents shall assume all financial responsibility for this membership.

DECLARATION OF OBLIGATION: By signing, the member agrees that they are financially responsible for all charges incurred on this account. This includes, but is not limited to, the regular membership dues, joining fee, late fees, and any service charges. **Membership dues are billed on the 1st** calendar day of each month, and payment is due by the 15th of the same month. A \$10 late fee will apply to any past due balance not paid by the due date.

I READ, SIGNED, and UNDERSTAND the membership cancellation policy.	Applicant's Initials:
SIGNATURE:	DATE:
PARENT SIGNATURE:	
How were you referred to Mountain Fitness?	
**************************************	***************
TOTAL AMOUNT DUE TODAY:	OFFICE NOTES
TOTAL AMOUNT RECEIVED:	Account #
SCAN TAG #:	
DOOR ACCESS FOB GIVEN: Y / N	



Door Access Member Agreement

Mountain Fitness reserves the right to deny or revoke access to extended hours at its discretion.

This Membership Agreement (the "Agreement") is entered into on Date: ______ between Mountain Fitness Centers, LLC hereinafter referred to as "Mountain Fitness" and Member Name: ______, hereinafter referred to as "the Member".

TERMS AND CONDITIONS

Access and Hours

- The Member shall be granted access to the Gym facilities during designated operating hours, 4am 12am*.
- The Member must exit the building by the designated closing time, which is 12am*.
- The Member understands that access to the classroom, pool and sauna facilities are limited to staffed hours only*. *Applies at South facility only. Lake Shastina facility is open 24 hours.

Entry and Security

- Each Member must use their own membership credentials to enter the facility.
- "Piggy-backing" or allowing other individuals to enter with the Member is prohibited, regardless of their membership status.
- Sharing membership credentials is prohibited and will result in immediate termination of membership.

Code of Conduct

- Members must maintain appropriate noise levels and be respectful of other members and staff.
- Members shall follow all posted rules and regulations regarding equipment use and gym etiquette.
- Members must comply with the Gym's Code of Conduct, which is incorporated by reference into this Agreement.
- Members are expected to use common sense and courtesy while using the facilities.

Liability

- Members assume all risks associated with the use of gym facilities outside of standard staffed hours.
- Mountain Fitness is not responsible for any injury or loss of property during after-hours use.
- Members are responsible for any damage they cause to equipment or facilities.
- Members will be responsible for \$5.00 charge for a replacement key card.

VIOLATIONS AND TERMINATION

Policy Violations

Any violation of the policies outlined in this Agreement may result in:

- Immediate suspension of membership privileges
- Termination of membership without refund
- Additional fees for damages or violations

Mountain Fitness reserves the right to terminate membership at its discretion for violations of this Agreement. **Termination Process**

- Members will be notified in writing of any violations and subsequent actions. _
- Mountain Fitness reserves the right to terminate membership immediately for any violations.
- No refunds will be issued for memberships terminated due to violations.

ACKNOWLEDGMENT

By signing below, I acknowledge that I have read, understood, and agree to comply with all terms and conditions outlined in this Membership Agreement. I understand that failure to comply with these terms may result in the termination of my membership without refund.

Member Name: ______ Date: _____ Date: _____ Date: ______ Date: _______ Date: _______ Date: _______ Date: ______ Date: _______ Date: _______ Date: ______ Date: __

[For Members Ages 16-17]

Members aged 16-17 must have this Agreement signed by a parent or legal guardian in person.

The parent/guardian assumes all liability for the junior member's use of the facility.

Parent/Guardian Name:	Parent/Guardian Signature:	Date:
Gym Representative:	Date:	

MOUNTAIN FITNESS

CANCEL & LATE POLICY

Please read the following carefully:

- <u>All cancellation requests must be submitted in writing</u>. This can be accomplished by one of the following methods:
 - 1. Complete a cancellation request form found at each of our staffed locations.
 - Mail a written request to our business office located at Mountain Fitness
 1630 S. Mount Shasta Blvd Mt. Shasta, Ca 96067
 - 3. Send an email to our billing department at billing@mountainfitnessca.com.
- All requests must be received no later than the **25**th of the preceding month that you wish to cancel.
- If the cancellation form is received **AFTER** the 25th of the **preceding month**, you will be charged for the following month's membership dues, and the account will be cancelled at the end of the following month.

LATE DUES POLICY: All memberships 30 days past due are subject to a \$10.00 Late Fee. All memberships 60 days past due are SUSPENDED. After suspension at 60 days, you have 30 days to make payment before the account goes to our Collection Agency. Once in Collection, the membership cannot be re-activated until it is fully paid.

By signing this form, you acknowledge and agree to the terms regarding cancellation of your membership. You agree to pay for any late fees and last month's dues charged to the account associated with the late cancellation requests, as well.

Print Name:			
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Signature: _____ Date: _____

3 – Month Minimum

Mountain Fitness has a three month minimum membership requirement upon joining. After three months, the membership transfers to a month to month at which you may cancel at any time per our cancellation policy.

If you choose to drop your membership prior to 3 months, you will be responsible for full membership dues for the first three month period.

If you join mid month, your minimum membership will end at the end of the 2nd full month.

Example:

Join Feb 15 - Membership ends at the end of April

By signing below, you acknowledge that you understand this 3 month minimum agreement and you agree to pay membership dues for 3 months regardless of if you cancel early.

Member Signature

Date

Print Name

MOUNTAIN FITNESS

HEALTH PROFILE

DATE: _____

NAME: _____

PHYSICIAN NAME: ______ PHYSICIAN PHONE: _____

Are you currently taking any medications or drugs? Yes_____ No_____ If yes, please list any type, dose, and reason: ______

Does your Physician know you are participating in an exercise program? Yes_____ No ____

Health Questionnaire

Your health is important to us. Please read the questions carefully and answer each one honestly with a YES or NO answer:

YES	NO	
		1. Has your doctor ever said that you have a heart condition and that you should only do physical activity
		recommended by your doctor?
		2. Do you feel pain in your chest when you do physical activity?
		3. In the past month, have you had chest pain while you were doing any physical activity?
		4. Do you lose your balance because of dizziness or do you lose consciousness?
		5. Do you have a bone or joint problem that could be made worse by a change in your physical activity?
		6. Is your doctor currently prescribing medication (for example, water pills) for your blood pressure or heart
		condition?
		7. Do you know of any other reason why you should not do physical activity?

*If you answered Yes to any of the above questions, we must have a Physician's release from you on file. _____ (EMPLOYEE CHECK)

Medical History

Please put a check next to any of the following conditions you have now or have experienced in the past.

Heart attack, coronary bypass, or other cardiac surgery	Diabetes
High blood pressure	Stroke
Low blood pressure	Swollen, stiff or painful joints
Chest discomfort	Arthritis
Hernia	Recent surgery(last 12 months)
Unusual shortness of breath	Pregnancy(now or within last 3 months)
Lightheadedness or fainting	Epilepsy/seizures
Increased blood cholesterol	Any chronic illness or condition (explain):
Obesity(more than 20% over ideal body weight)	

Please explain any checked boxes_

I affirm that the above information is true and accurate.

Member Signature: _____ Date: _____ Date: _____

(STAFF USE ONLY: Exercise Specialist: Consultation Date:

)

THIS STATEMENT IS TO BE READ BY EACH PARTICIPANT

There exists the possibility that health information may be discovered which may place both the participant the Mountain Fitness at risk should this condition go untreated. Therefore, the staff has the authority to terminate testing or exercise at any point until the participant is cleared by their doctor or other medical practitioner.

FITNESS ORIENTATION INFORMED CONSENT

PURPOSE AND EXPLANATION OF FITNESS ORIENTATION

You may decline or stop any portion of the orientation at any time. We do not wish for you to ever exercise at a level which is not comfortable to you. Hydration is important. Also, please dress in comfortable clothing for your orientation: shorts, a short-sleeved shirt or tank top, and proper workout shoes are suggested.

RISKS AND DISCOMFORTS

There exists the possibility of certain physiological changes during the orientation. These occurrences are remote and very rare. They include:

- Abnormal Blood Pressure
- Faintness / Lightheaded
- Heart Rhythm Disorders
- In very rare instances, Heart Attack

Every effort will be made to minimize these occurrences by the preliminary screening and by observations taken during the orientation.

BENEFITS TO BE EXPECTED

The results obtained from the fitness orientation will assist in the selection of the types of activities you might engage in with little or no hazard. They will also serve as a guideline to measure your fitness progress.

FREEDOM OF CONSENT

I understand that there are risks (i.e. abnormal blood pressure, faintness, disorders of the heart rhythm, heart attack) that may be associated with these procedures and that participation in this orientation is voluntary. Further, I understand that I may stop this orientation at any time or choose not to participate in any segment of the orientation. I further agree if any risk factors are found as explained to me by the Test Administrator that I will seek competent medical clearance before participating in exercise. I acknowledge that I have read this document in its entirety and have had the opportunity to ask questions to those administering the orientation. I understand the content of this document and consent to participate in this fitness orientation.

	Date:	
(Signed at time of orientation)		
	Date:	
(If participant is under 18)		
	Date:	
		(Signed at time of orientation) Date:

AUTHORIZATION AGREEMENT

Electronic Funds Transfer (EFT)

 I hereby authorize MOUNTAIN necessary, credit entries and ad to such account, as indicated be 	justments for a			,	
(circle one) My Checking	g Account /	My Savings Account			
• Please debit my account on:					
(circle one) the 1 st day o	f each month.	/ the 15 th day of each \sim	ch month.		
Financial Institution Name:			Branch:		
City:	State:	:	Zip:		
Routing Number:		_ Account Number: _			
This authorization is to remain in full for in such time and in such manner as to af					mination
Name:			Date:		
All written credit authorizations should manner specified in the authorization.		ard Author		y notifying the originator	In the
I authorize the billing of monthly due agree to all terms and conditions set FINAL. By signing this agreement I re month.	forth by MOUN	NTAIN FITNESS CENTE	RS LLC . and unde	erstand that ALL SALES	ARE
Type of Credit Card: (Circle one)	Visa	MasterCard	Discover	American Express	
Card Number:					
Expiration Date:	Verifica	ation Code Number (c	rv):		
Card Holder's Name as it Appears on	the Credit Card	d:			
Authorized Signature:					