

# STEEL FITNESS GYM MEMBERSHIP AGREEMENT

**ACKNOWLEDGEMENT OF RELEASE AND ASSUMPTION OF RISK** WARNING- THIS IS AN IMPORTANT DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. READ IT CAREFULLY AND DONOT SIGN IT UNLESS YOU ARE SATISFIED THAT YOU UNDERSTAND IT IF YOU HAVE ANY QUESTIONS, PLEASE ASK OUR REPRESENTATIVE. I UNDERSTAND THAT I, THE MEMBER AM UNDER 24-HOUR VIDEO SURVEILLANCE AND ALSO BEING RECORDED WHILE ON STEEL FITNESS GYM L.L.C. PROPERTY.

I, THE MEMBER RELEASE ALL VIDEO SURVEILLANCE RECORDINGS TO (STEEL FITNESS GYM, JORDON CHIGLO, OPERATOR(S) (OR ANY AFFILIATES (PERSONAL, PRIVATE, OR CORPORATE)

OWNER/ OPERATOR: JORDON CHIGLO - STEEL FITNESS GYM LLC.

OFFICE PHONE NUMBER: 254-729-3GYM OR CELL PHONE NUMBER: 254-716-9470 OR 254-747-1780

**PERSONAL INFORMATION:**

**FIRST AND LAST NAME:** \_\_\_\_\_

**BIRTH DATE:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**STEEL FITNESS GYM POLICIES**

1. NO SHARING OF KEY CARD – IF YOU ALLOW THIS, YOUR MEMBERSHIP WILL BE TERMINATED WITHOUT REFUND.
2. NO PROFANITY. NO EXPLICIT OR LOUD MUSIC- (TV, MUSIC FROM A STEREO OR OTHER DEVICES).
3. **NO CHILDREN UNDER THE AGE OF 13 YEARS OF ARE ALLOWED AT STEEL FITNESS.** IF CHILDREN ARE PRESENT, THEY MUST BE ACCOMPANIED AND SUPERVISED BY A PARENT OR GUARDIAN AT ALL TIMES. CHILDREN ARE NOT ALLOWED ON ANY EQUIPMENT OR ANYWHERE NEAR THE EQUIPMENT. STEEL FITNESS IS NOT RESPONSIBLE FOR ANY ACCIDENTS, HARM OR DEATH.
4. MEMBERS WILL CLEAN ALL EQUIPMENT WITH ANTIBACTERIAL WIPES/ SPRAY AFTER EACH USE. THESE ARE PROVIDED FOR YOU.
6. IF YOU BREAK OR DAMAGE ANY EQUIPMENT YOU WILL BE HELD FINANCIALLY RESPONSIBLE – NO EXCEPTIONS.
7. ALL EQUIPMENT WILL BE TAKEN CARE OF AND RETURNED TO ITS DESIGNATED AREA AFTER USE. **IF YOU FAIL TO RE-RACK WEIGHTS, OR RETURN ITEMS TO THE PROPER LOCATION, A \$50.00 RERACKING FEE WILL BE AUTOMATICLY CHARGED TO YOUR CREDIT CARD OR THE MEMBER’S ACCOUNT, THE MEMBERSHIP CAN BE TERMINATED WITHOUT REFUND – NO EXCEPTIONS.**
8. **MEMBERSHIP IS VALID FOR THIRTY (30) DAYS. NO REUNDS ARE GIVEN FOR UNUSED DAYS.**

**MEMBERSHIP FEES -ALL PRICING IS BASED ON THIRTY (30) DAY**

**MEMBERSHIP:**

**\*\*\*ALL MEMBERS ARE REQUIRED TO HAVE THEIR OWN INDIVIDUAL KEY FOB FOR ALL MEMBERSHIPS.** MEMBERSHIP MONTHLY PRICING BELOW DOES NOT INCLUDE KEY FOB COST.

**KEY FOBS ARE \$10 EACH, NON-REFUNDABLE** (NEW OR REPLACEMENT). KEY FOBS ARE YOURS TO KEEP; YOU DO NOT HAVE TO RETURN THE KEY FOB. STEEL FITNESS GYM, LLC IS NOT RESPONSIBLE FOR LOST OR STOLEN KEY FOBS.

**SINGLE MEMBERSHIP-** \$50 PER MONTH

**POLICE OFFICER, FIRE FIGHTER, CURRENT MILITARY -** \$45 (\*IDENTIFICATION IS REQUIRED)

**SENIOR CITIZENS AGE 65 OR OLDER -** \$45 PER MONTH (\*IDENTIFICATION IS REQUIRED)

**STUDENT MEMBERSHIPS - YOUTH AGES 15 TO 17 YEARS WHO ARE SCHOOL AGED - \$35 PER MONTH. PARENTAL CONSENT REQUIRED.**

**COUPLE OR GROUP-** \$45 PER PERSON, PER MONTH. \*COUPLES AND GROUPS MUST JOIN ON SAME DAY AND MAINTAIN AT LEAST 2 CURRENT MEMBERSHIPS TO QUALIFY FOR COUPLE/GROUP RATE. IF THERE ARE NOT AT LEAST 2 PERSONS WITH CURRENT MEMBERSHIPS, RATE WILL RETURN TO SINGLE RATE.

**WEEKLY 7-DAY RATE:** \$25 PER WEEK

**DAILY RATE:** \$5 PER DAY

MEMBER INITIAL: \_\_\_\_\_

**SUSPENSIONS:** THE OWNER OR OPERATORS OF STEEL FITNESS GYM LLC RESERVES THE RIGHT TO SUSPEND MEMBERSHIPS FOR ANY REASON DEEMED NECESSARY. A MEMBERSHIP CAN BE SUSPENDED FOR A MINIMUM TERM FOR ONE DAY AND MAXIMUM FOR LIFETIME. THE OWNER OF STEEL FITNESS GYM, LLC WILL SPECIFY THE SUSPENSION START AND END DATE. EARLY REACTIVATION IS PERMISSIBLE. STEEL FITNESS GYM, LLC RESERVES THE RIGHT TO REFUSE SERVICE TO NEW MEMBERS OR MEMBERSHIP RENEWAL TO ANYONE.

**KEY FOBS FOR GYM ACCESS:** ALL MEMBERS MUST BRING THEIR ACCESS CARD ON EACH VISIT TO THE GYM. ALL MEMBERS MUST REGISTER THEIR ATTENDANCE BY SWIPING THEIR ACCESS CARD AT THE DOOR PRIOR TO ENTRY OF THE FACILITY AND EXITING THE FACILITY. ONLY THE MEMBER IS ALLOWED TO USE THEIR ACCESS CARD. **IF YOU LOAN YOUR ACCESS CARD AND ALLOW SOMEONE ELSE TO USE IT OR LET OTHER PEOPLE INTO THE FACILITY WITHOUT HAVING THEIR ACCESS CARD, YOUR ACCESS CARD WILL BE DEACTIVATED AND YOUR MEMBERSHIP WILL BE TERNANATED WITHOUT NOTICE OR REFUND!** MEMBER INITIAL: \_\_\_\_\_

**DESCRIPTION OF SERVICES OFFERED AT STEEL FITNESS GYM L.L.C. 105 EAST NAVASOTA STREET GROESBECK, TX 76642:**

**One Month Fitness Gym Membership**

**TYPES OF EQUIPMENT AVAILABLE AT STEEL FITNESS GYM, LLC:**

Free Weights, Dumb Bells, Selector Size Machines, Body Weight, Kettle Bells, Medicine Balls, Martial Arts, Cardio equipment, Treadmill, Elliptical, Stair Master, Spin Bikes, Row Machine, Upright Bikes, Recumbent Bikes, Assault Bikes, and Power Racks.

**ACKNOWLEDGEMENT OF RISKS INJURY AND OBLIGATIONS:**

I ACKNOWLEDGE that the activity's I will undertake are dangerous. By choosing to participate in this activity, or any activities in this facility. I understand that I am exposed to risks and dangers. I acknowledge and understand that while participating in such activity, I may be injured physically, mentally or may die. I understand my personal property may be lost, stolen or damaged. I understand other persons participating in such activity may cause me injury or damage my property. I will not cause injury or damage to another person's property. I understand the conditions in which the activity is conducted may vary without warning. I understand that because of my negligence, or breach of contract to Steel Fitness Gym LLC., there may be no or inadequate facilities for treatment or transport of me if I am injured. I assume total risk and responsibility for any injury, death or property damage resulting from my participation in the activity.

I understand that if I intentionally misuse or abuse any equipment or property of Steel Fitness Gym, LLC, I will be held financially responsible for the replacement of damaged equipment. I agree to clean and return all equipment to its designated area after use. I understand that Steel Fitness Gym, LLC **DOES NOT** allow children under the age of thirteen (13) be brought into the gym. I understand that if I bring a child/ child to Steel Fitness Gym, LLC, I will not allow them to be without adult supervision by parent or legal guardian at any time, nor will allow children to participate in any activity or use ANY equipment. I understand that I am solely responsible for the child/children and any damages to the equipment, facility or if proves misconduct, Steel Fitness Gym, LLC reserves the right to hold me financially responsible for any damages and will not allow any child/children to return. I understand that Steel Fitness Gym, LLC ALWAYS uses video surveillance cameras for security purposes. I give my consent to be monitored via video, sound, and pictures. I understand that any misconduct or inappropriate behavior will be reported to appropriate authorities..

**I understand that if I fail to comply with the rules stated above, my membership will be revoked, and no refund will be issued.**

MEMBER INITIAL: \_\_\_\_\_

**RELEASE AND INDEMNITY TO STEEL FITNESS GYM, LLC, Jordon Chiglo, OWNER/ OPERATOR, or any affiliates (personal, private, or corporate)**

In consideration of the acceptance of my payment in the activity (and except to the extent that the same may be precluded by statute) I AGREE AND RELEASE AND IMDEMNIFY Steel Fitness Gym, LLC and its operator (s) as follows:

I participate in the activity at my sole risk and responsibility. I release, indemnify and hold harmless Steel Fitness Gym, LLC and its operator(s), its servants and agents from and against all and any actions or claims which may be made by me or on my behalf of by other parties for or in respect of arising out of any injury, loss, damage or death caused to me or my personal property whether by negligence, breach of contract or in any other way whatsoever. I ALSO AGREE that if I am injured, or my personal property is damaged, I will bring no claim, legal or otherwise against Steel Fitness Gym LLC, Jordon Chiglo, corporate affiliates, or its operator(s) in respect of that injury, death, or damage. I agree to waive my rights to file any type of legal lawsuit or pursue any type of legal actions against Jordon Chiglo, Steel Fitness Gym LLC or any affiliates of Steel Fitness Gym, LLC for and type of theft of property, injury, death, or damage I may endure, or any activities associated with Steel Fitness Gym, L.L.C.

MEMBER INITIAL: \_\_\_\_\_

**OCCUPATIONS CODE**

TITLE 3. HEALTH PROFESSIONS SUBTITLE M. REGULATION OF OTHER HEALTH PROFESSIONS. CHAPTER 702. HEALTH SPASS  
UBCHAPTER G. CONTRACT REQUIREMENTS

Sec. 702. 304. CANCELLATION AND REFUND NOTICE. (A) Except as provided by Subsection. (B) a contract must state in at least 10—  
point type that is boldfaced, capitalized, underlined, or otherwise conspicuously distinguished from surrounding written material:

- 1. **NOTICE TO PURCHASER: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT OR IF IT CONTAINS BLANK SPACES.**
- 2. IF YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER of Steel Fitness Gym, LLC, YOU MAY CANCEL THIS CONTRACT BY MAILING STEEL FITNESS GYM, LLC BY MIDNIGHT OF THE THIRD BUISNESS DAY AFTER THE DAY YOU SIGN THIS CONTRACT. THE WRIITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS: 454 LCR 398 Groesbeck, TX 76642.
- 3. If Steel Fitness Gym, LLC goes out of business and does not provide facilities within a ten-mile radius of which you are enrolled, or if Steel Fitness Gym, LLC moves more than a ten-mile radius from the current facility location, you may cancel this contract in written notification accompanied by proof of payment via certified mail to 454 LCR 398 Groesbeck, TX 76642. **MEMBER INITIAL:** \_\_\_\_\_

4. If you die or become permanently disabled after the date of this contact is effective, you or your estate may cancel by sending written notice via certified mail to 454 LCR 398 Groesbeck, TX 76642. Steel Fitness Gym, LLC may require proof of disability or death. FILE A CLAIM FOR A REFUND OF YOUR UNUSED MEMBERSHIP FEES AGAINST THE BOND OR OTHER SECURITY POSTED BY HEALTH SPA, STEEL FITNESS GYM WITH THE TEXAS SECRETARY OF STATE. TO MAKE A CLAIM AGAINST THE SECURITY PROVIDE A COPY OF YOUR CONTRACT TOGETHER WITH PROOF OF PAYMENTS MADE ON THE CONTRACT TO THE TEXAS SECRETARY OF STATE. THE REQUIRED CLAIM INFORMATION MUST BE RECEIVED BY THE SECRETARY OF STATE NOT LATER THAN THE 90<sup>TH</sup> DAY AFTER THE DATE NOTICE OF THE CLOSURE OR RELOCATION IS FIRST POSTED ON THE SECRETARY OF STATE’S INTERNET WEBSITE. (B) A health spa operator is required to include the statement under Subsection (A) (3) (B) in a contract only if the operator is required to post security with the secretary of state under Subchapter D. Acts 1999, 76<sup>th</sup> Leg., Ch. 388, Sec. 1, eff. Sept. 1, 1999. **Amended by:** Acts 2005, 79<sup>th</sup> Leg., Ch. 908 (H. B. 135), Sec. 6, effective September 1, 2005. Acts 2011, 82<sup>nd</sup> Leg., R.S., Ch. 1340 (S. B. 1231), Sec. 6, effective. September 1, 2011. **MEMBER INITIAL:** \_\_\_\_\_

**BEFORE SIGNING THIS DOCUMENT, I HAVE READ IT TO ITS ENTIRETY AND UNDERSTAND IT. I ALSO UNDERSTAND THAT THIS IS A LEGAL BINDING DOCUMENT AND IT AFFECTS MY LEGAL RIGHTS. I, THE NEW MEMBER AT STEEL FITNESS, LLC UNDERSTAND BY SIGNING THIS DOCUMENT, I UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS LISTED IN THIS DOCUMENT.**

**MEMBER SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**WITNESS SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE**

I, (Parent/ Legal Guardian) \_\_\_\_\_, am being the parent or guardian of the person named in the acknowledgement and release hereby acknowledge and agree I have read this document in its entirety and understand it. I consent to the person names in this acknowledgement and release participating in the activity. **I understand that Steel Fitness Gym, LLC DOES NOT recommend that children be brought into the gym.** I agree that if I bring children to Steel Fitness Gym, LLC, I will not allow them to be without adult supervision by parent or legal guardian at any time, nor will allow children to participate in activity or use ANY equipment. I understand that I am solely responsible for the child/children and any damages to the equipment, facility or if proves misconduct, Steel Fitness Gym LLC reserves the right to hold me financially responsible and will not allow any child/children to return. **I understand that if I do not comply with the rules stated above my membership will be terminated immediately and no refund will be issued.** I am aware of the risks, dangers and obligations set out above in the acknowledgment and release. In consideration of the person named in the acknowledgement and release being accepted to participate in the activity. **I agree to the release and indemnify Steel Fitness Gym, LLC and its operator(s) in the same manner and to the same extent as if I were the person named in the acknowledgement and release and the person(s) participating in the activity.**

MEMBER INITIAL: \_\_\_\_\_

**Signature of Parent/Guardian** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Witness Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Office Use Only: Key Card Number(s):** \_\_\_\_\_