



Membership Agreement Part I

_____/_____/_____/_____/_____
Name Birth Date Marital Status Spouse's Name Birth Date

_____/_____/_____/_____
Address City State Zip

_____/_____/_____
Home Phone Cell Phone E-mail

_____/_____
Occupation

How did you hear about us?

Emergency Contact _____ Emergency Phone Number _____

Buyer's Right to Cancel

If you wish to cancel your membership, you may cancel by delivering in person or via certified mail, return receipt requested, written notice to Legends Pro Gym LLC at 154 Barberrry Pl, Loveland, CO 80537. The notice must say that you do not wish to be bound by the Membership Agreement and must be delivered or mailed before 12-midnight of the third business day after opening or if opened, by the 3rd business day after you sign and receive a copy of the Agreement. The notice must be delivered or mailed to Legends Pro Gym LLC via certified mail. In some cases you may cancel if Legends goes out of business, or if you become permanently disabled otherwise to cancel your membership for any other reason there will be a \$50.00 cancellation fee. If you cancel, Legends Pro Gym LLC may be entitled to retain a certain portion of the money you have paid in addition to the \$50.00 cancellation fee. Any member paying for a year in advance their money is non refundable.

Notice

Any holder of this contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Conditions

Please see membership agreement Part II for all terms and conditions of this agreement.

I have read and fully understand all the terms and conditions of this agreement.

Member's signature: _____ Date: _____

Club representative: _____ Date: _____

Membership Agreement Part II

1. **Terms.** The membership period is ____ months/month-to-month, beginning _____. A member may resign from Legends Pro Gym LLC prior to the end of the agreement if they meet any of the criteria outlined in the Membership Agreement "Buyer's Right to Cancel." A member may resign from Legends Pro Gym LLC after the initial ____ month term by providing a written notice to Legends Pro Gym LLC. A Club member's resignation becomes effective on the first day of the month following the expiration of the notice period. Notices must be received before the end of the business hours on the 10th of the month in order to terminate the following month. Prior to the effective date of termination, the member shall be responsible for the payment of all fees, dues, and charges due to Legends Pro Gym LLC.

2. **Buyer's Right to Cancel/Terminate.** A Member has the right to cancel this contract for a \$50.00 Cancellation fee or
a. Disability or Death. You may cancel if you become disabled, and your estate may cancel in event of your death. Legends Pro Gym LLC will make a prorated dues refund within 30 days of the written notice of this cancellation.
b. End of Term. After the expiration of the initial ____ month term, the Member may terminate

this agreement by written notice as indicated in "TERMS" above. Such notice must be delivered in person or by certified mail and will be effective on the first of the month as described above.

3. **Member Obligation.** Failure to use the facilities will not relieve the Member of the obligation to pay the monthly dues during the initial ____ month term or any monthly renewal term of the contract. If for any reason, my bank or credit card does not honor any membership draft, I understand that I am



responsible for said payment plus penalty fee payable to Legends Pro Gym LLC (currently \$25.00). This will be in addition to any bank service charge fee(s).

My signature below indicates that I have read and fully understand the above (3) points relating to payment for membership. _____

Terms and Conditions

1. Legends Pro Gym LLC maintains a variety of services including strength training, cardiovascular fitness, and aerobic studios. From time to time mechanical problems, maintenance, or other issues may arise that cause these areas to be out of service. Should any of these major areas of Legends Pro Gym LLC be unavailable members for more than 90 consecutive days, an adjustment in monthly membership rates may be made.
 2. Legends Pro Gym LLC retains the right to suspend or cancel this membership and/or impose fines of \$25.00 plus costs on any member for violation of the following rules:
 - a. Theft, damage, or destruction of Legends Pro Gym LLC property or the property of other members.
 - b. Failure to pay dues or charges when due, or returned check or credit card payments.
 - c. Fighting with or harassing other members or guests.
 - d. Conduct or behavior found to be offensive or unacceptable.
 3. Members are responsible for the conduct, damages, and charges of their guests.
 4. Legends Pro Gym LLC reserves the right to amend its rules and regulations at any time. Changes will be posted on the Legends Pro Gym LLC bulletin board or communicated through other appropriate means.
 5. The member acknowledges and accepts the risk inherent in the use of Legends Pro Gym LLC services and facilities. By using the club the member hereby assumes the risk of injury, accident, death, disability, loss cost, or damage to his or her person or property that may arise from the use of Legends Pro Gym LLC equipment, services or facilities. The member, his or her heirs, executors, representatives of assigns hereby release Legends Pro Gym LLC from all claims or liabilities for personal injury or loss of or damage to property of any kind sustained by the member while on the premises of Legends Pro Gym LLC.
 6. The member certifies that he or she is in good physical health and is able to undertake and engage in the physical activities, exercise, or sports activities in which he or she has choose to participate.
 7. Members shall dress in an appropriate manner while in all public areas.
 8. By signing the Agreement, the member agrees to adhere to and be bound by Legends Pro Gym LLC's rules, to pay all fines levied for misconduct and to forfeit membership without refund of dues or initiation/assessment fees if terminated by Legends Pro Gym LLC for cause.
 9. The member agrees to pay, when due, all initiation/assessment fees, charges and guest charges in accordance with this Agreement and in accordance with the rules and regulations of Legends Pro Gym LLC. If a member should fail to pay when due, any amounts payable to Legends Pro LLC, then the unpaid balance will be assessed an interest charge at the rate of 1.50% per month until paid plus any penalty Legends Pro Gym LLC imposes for nonpayment. Should collection efforts be required, the member shall be fully responsible for payment of all costs of collection, including reasonable attorney fees.
 10. MEMBERSHIP FREEZE. Members may freeze their membership only for specific reason and only by submitting their request in writing. For a Primary Member, freezes will only be allowed for medical reasons or temporary relocation in conjunction with their employment, more than 30 miles from their home. A doctor's letter or a letter from any employer is required to freeze a Primary Member. A minimum of one full calendar month notice is required to freeze a membership. The freeze shall be effective on the 1st of the month following the expiration of the previous calendar month. Associate and Teen members may freeze their membership without providing a reason. The length of the freeze for Primary Members may not exceed 5 months. Freezes by telephone or fax are not permitted. Any freeze must be in person or sent via certified mail, return receipt requested. Legends Pro Gym LLC reserves the right to change this or any other policy at its discretion. If you have signed for a 12 month period, the frozen months are added at the end.
- TERMINATION POLICY. Except for a doctor's official note contraindicating exercise, after you have completed you _____ contract a minimum of Twenty days (if received by the 10th of the month) notice is required to terminate a membership.

Initial and Date _____