

## WAYLAND SPORTS GYM

# MEMBERSHIP AGREEMENT & WAIVER

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This Gym Membership Agreement ("Agreement") is entered into between Wayland Sports Gym and the individual named below ("Member") as of the date of signing.

## 1. Membership Obligations

**Use of Facilities:** The Member agrees to use the gym's facilities and equipment in a safe and responsible manner, following all posted rules, guidelines, and instructions provided by the gym staff.

**Code of Conduct:** The Member agrees to adhere to the gym's code of conduct, which may include maintaining proper hygiene, respecting other members and staff, and refraining from any behavior that may cause harm or discomfort to others.

**Payment:** The Member agrees to pay the membership fees as outlined in this Agreement, either by recurring payments or in advance as specified.

**Personal Information:** The Member acknowledges and agrees to provide accurate and up-to-date personal information during the signup process and to promptly inform the gym of any changes to their contact details.

**Health and Safety:** The Member acknowledges that it is their responsibility to ensure they are physically capable of engaging in exercise activities and, if necessary, to seek medical advice prior to commencing any fitness program at the gym.

**Compliance with Laws:** The Member agrees to comply with all applicable laws, rules, and regulations related to health and safety while using the gym's facilities.

## 2. Gym's Obligations

**Facility Access:** The gym agrees to provide the Member with access to its facilities during regular operating hours, subject to any reasonable limitations or closures for maintenance, repairs, or holidays.

**Equipment and Maintenance:** The gym agrees to maintain its equipment in good working order and provide a clean and safe environment for members. However, the gym reserves the right to temporarily or permanently remove or replace equipment as deemed necessary.

**Staff Availability:** The gym will endeavor to have qualified staff available to assist and provide guidance during specified hours. However, availability may vary depending on staffing schedules and demand.

## 3. Termination and Cancellation

**Termination by Member:** The Member may terminate this Agreement by providing written notice to the gym within the terms specified in the Agreement (e.g., 30 days' notice). Refunds, if applicable, will be subject to the gym's refund policy.

**Termination by Gym:** The gym reserves the right to terminate the Member's membership for non-compliance with the terms of this Agreement, violation of gym policies, or any other reasonable grounds specified in the Agreement.

**Membership Freeze or Suspension:** The gym may offer options for temporary freeze or suspension of the membership, subject to any applicable fees or restrictions outlined in the Agreement.

#### **4. Liability and Indemnification**

**Waiver of Liability:** The Member acknowledges and agrees to release the gym, its owners, staff, and affiliates from any liability for injuries, damages, or losses incurred while using the gym's facilities or participating in its activities, to the extent permitted by law.

**Indemnification:** The Member agrees to indemnify and hold the gym harmless from any claims, actions, or damages arising out of the Member's use.

## MEMBERSHIP INFORMATION

Name: _____	Membership type: _____
Email: _____	Effective date: _____
Phone number: _____	Total cost: _____
Birthday (MM/DD/YYYY): _____	<b>Payment Details</b>
Address: _____ _____	Payment type: Cash / Machine / Recurring
Emergency contact: _____	Card type (MC / VISA): _____
Relationship: _____	Card name: _____
Emergency contact #: _____	Card number: _____
	Card expiry: _____

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## LIABILITY AND WAIVER FORM

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I, \_\_\_\_\_, hereby acknowledge that I am voluntarily using the facilities, equipment, and services provided by Wayland Sports Gym. I understand that there are certain risks and dangers associated with the use of the Gym's facilities, equipment, and services, and that these risks cannot be eliminated.

In consideration of being allowed to use the facilities, equipment, and services provided by the Gym, I agree to the following terms and conditions:

1. I represent that I am in good health and that I have no medical condition that would prevent me from using the Gym's facilities, equipment, and services. I agree to immediately notify the Gym of any change in my health status that could affect my ability to use such facilities, equipment, and services.
2. I acknowledge that I have been advised to consult with a physician prior to using the Gym's facilities, equipment, and services, and that I assume all risks associated with such use.
3. I agree to follow all rules and regulations posted at the Gym and to use the facilities, equipment, and services provided by the Gym in a safe and responsible manner.
4. I understand and agree that the Gym is not responsible for any personal property that may be lost, damaged, or stolen while on the premises.
5. I hereby release and discharge the Gym, its owners, employees, and agents from any and all liability, claims, demands, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me while using the Gym's facilities, equipment, and services, including any claims arising out of the negligence of the Gym, its owners, employees, or agents.
6. I agree to indemnify and hold harmless the Gym, its owners, employees, and agents from any and all losses, damages, and expenses, including reasonable attorneys' fees, that may be incurred by them as a result of my use of the Gym's facilities, equipment, and services.
7. I authorize the Gym to use my name, likeness, and image in promotional materials and waive any right to compensation or other consideration for such use.

**I HAVE READ THIS LIABILITY AND WAIVER FORM, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.**

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Participant signature

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Date