

**Kenyon & Wanamingo**  
**(507) 990-3844**  
**katiepeterson@ptwithkt.com**  
[www.ptwithkt.com](http://www.ptwithkt.com)

Name \_\_\_\_\_ Birthdate \_\_\_\_\_  
Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Phone \_\_\_\_\_ E-mail \_\_\_\_\_  
Enrollment Fee \_\_\_\_\_ Key Fee \_\_\_\_\_ Prorated Month \_\_\_\_\_ Total Paid \_\_\_\_\_

### **Contract Membership Agreement**

The undersigned, (hereinafter called 'member') acknowledges that he/she is desirous to pay for the use of the facilitation of the Workout 24/7 of Wanamingo and/or Kenyon (hereinafter called 'Workout Center'). In consideration of the purchase of this membership, the total membership fee of \$\_\_\_\_\_ is payable monthly by electronic funds transfer from checking or savings account, or drawn from a credit card account. The Workout Center hereby agrees to give member full use of the Workout Center facilities for the period of contract beginning on \_\_\_/\_\_\_/20\_\_\_\_. This membership will expire on \_\_\_/\_\_\_/20\_\_\_\_. **Contract automatically renews on the 1<sup>st</sup> day of when your contract expires at current membership price on a month to month basis, unless member gives written notice to Workout Center owner that he/she wishes not to renew – all keycard(s) must also be returned.** Notice of non-renewal must be given prior to the 1<sup>st</sup> day of the month. \$\_\_\_\_\_ is paid membership from \_\_\_/\_\_\_/20\_\_\_\_ to \_\_\_/\_\_\_/20\_\_\_\_.

### **Member's Right to Cancel**

If you wish to cancel this contract, deliver or mail a written notice to Katie Peterson (address below) . **The notice must say that you do not wish to be bound to the contract and must be delivered or mailed before midnight of the third business day after you sign the contract.** This notice must be delivered or mailed to: Workout 24/7. c/o Katie Peterson, 611 2<sup>nd</sup> St Kenyon, MN 55946. If you cancel within the three (3) day period outlined above, the Workout Center will return, within ten days of the date on which you gave notice of cancellation, any payments you had made. Keycard(s) need to be returned to fully have membership cancelled.

### **Rules and Regulations**

- \_\_\_\_\_ Member agrees to keep and abide by all rules and regulations in force for the use of the equipment and facilities.
- Suitable clothing must be worn; shirt and gym shoes required. **NO OUTSIDE SHOES ON THE GYM FLOOR**
  - Swearing and vulgarity will not be tolerated.
  - Drug or alcohol use will not be tolerated in the gym at any time; absolutely no tobacco in the gym.
  - Unnecessary abuse of equipment will not be tolerated.
  - NO keycard sharing.
  - Repeated failure to comply with these rules will result in individual's dismissal and membership fees will be forfeited.
- \_\_\_\_\_ Member acknowledges that the Workout Center has neither made claims as to medical results nor suggested medical treatment to him/her. Member further represents that he/she is physically able to undertake any and all physical exercises and activities provided by the Workout Center. It is expressly agreed that all exercises and use of all facilities shall be undertaken by member's sole risk and Workout Center shall not be liable for any claims, demands, injuries, damages, actions, or cause of action whatsoever, to person or property, arising out of or connected with the use of any services or facilities of the Workout Center, or the premises where the same are located, including those arising from the act of active or passive negligence on the part of the Workout Center, its servants, agents, or employees and the member does hereby expressly forever release and discharge the Workout Center from all such claims, demands, injuries, damages, actions or cause of action.
- \_\_\_\_\_ Member hereby understands and by acceptance of this agreement agrees, that this membership is non-transferable to another person, non-negotiable, non-cancelable, non-refundable. **Member understands that he/she will be charged \$20.00 for "non-sufficient funds" checks and ACH withdrawals.** Member understands that should he/she decide to cancel membership for any reason, the entire purchase price is to be considered and liquidated damages for the time extended by the Workout Center in conjunction with making the execution of said contract. **If member cancels the contract before expiration of the term of contract period, the member will continue to be obligated and owe the Workout Center the balance of the contract payment schedule.** Member hereby agrees to hold the Workout Center and its employees harmless from any claim or injury that may arise, whatsoever while on the premises of the Workout Center. Member also understands that no representations have been made of any kind regarding one's ability to gain or lose weight or alter his/her health.

Each of the agreements and representations of Members is a material inducement for the Workout Center to enter into this agreement, and the Workout Center may terminate this agreement and this membership if any of the Member's agreements are not fulfilled or Member's representations are not correct. The use of any equipment, facility or service of this Workout Center may be curtailed or denied whenever the instructor in his/her discretion believes such use might be detrimental to the Member's health or well-being.

Each member will receive an access card to enter facility. Single memberships receive one card. Family memberships will receive two cards. If a card is lost, a \$10 non-refundable replacement fee will be charged for each lost card. **Giving access to any other third party strictly prohibited and will cause immediate termination of this contract and forfeiture of the entire purchase price.** Member recognizes that the Workout Center is unsupervised at all times and therefore the Workout Center recommends that members use caution when using the Workout Center and it's equipment.

Member understands that he/she assumes the risk of using the Workout Center at any hour of the day. Member also recognizes that this is an adult only private facility. Children ages 16 & 17 are permitted only while parent is with them. Children less than 16 years are not permitted at any time.

**I have read and understand this agreement, which is the full agreement. Initial** \_\_\_\_\_

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Witness

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date