

TIGER BOXING AND FITNESS, LLC



**106 E Main St
Clarksville, TX 75426**
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Gym Membership Agreement

Agreement made on the _____ day of _____, 20____, between **TIGER BOXING AND FITNESS, LLC**, a company organized and existing under the laws of the state of Texas with its principal office located at 106 E Main St, Clarksville, TX 75426, referred to herein as the **Gym**, and _____ / _____ of _____.

(Mailing Address)

Phone: _____ **Email:** _____

Whereas _____ / _____ desires to become a member of the **Gym** and cannot become a member without agreeing to the rules and regulations set forth below and abiding by the terms of this Agreement;

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Sign In Policy

Members must sign in each time that they use the *Gym* by signing his/her name on the clipboard at the front counter upon arrival. *Gym* usage may be denied if member does not sign in. The *Gym* may either close or operate at reduced hours on holidays. Business hours, policies, and regulations are subject to change without notice.

2. Membership Fees and Cancellation

Membership use and services must be paid for in advance. All fees and schedules are subject to change without notice. All contracts must have a credit, debit card, or bank account on file for auto pay, if not paying contract in full. All couple and family memberships require a 6 month or 12 month contract. We offer a \$3 discount for month-to-month memberships that are on auto pay. At the present time, membership fees are as follows:

Membership Plan: Individual / Couple / Family / (circle one) Boxing _____

Name _____

Name _____

Name _____

Membership Term In Months: 6 12 **Month to Month** (circle one)

Contract Beginning Date ____/____/____

Expiring Date ____/____/____

- a. Monthly Memberships \$ _____;
- b. Semi-Annual Memberships \$ _____;
- c. Annual Memberships \$ _____;
- Initiation Fee \$25
- Lost or Damaged Access Key Fee: \$25
- Access Key # _____

The obligation to pay dues is not dependent on the availability of all the *Gym's* facilities. Special engagements, repairs, and maintenance of some facilities may make it necessary for the Gym to restrict use of, or close, one or more of the facilities. Fees will not be reduced or suspended during the time when one or more of the facilities are not available. A 30-day written cancellation notice is required to cancel monthly memberships. Membership cancellation forms are available the Gym and are located on the front counter. Semi-annual and Annual memberships cannot be canceled at anytime during the contract period. After contract period has ended, Semi-annual and Annual memberships will be renewed automatically unless a 30day written cancellation notice is turned in to the Gym's office 30 days prior to Semi-annual and Annual contract end date. There are no refunds for membership fees, and the *Gym* will not prorate a cancelled membership. ***Anyone who cancels must fill out a Gym's cancellation form. Cancellation forms will not be accepted, if they are backdated. Anyone who cancels must also obtain a confirmation number.*** This confirmation number is used for reference and proof of cancellation. The *Gym* will not accept cancellation claims without a confirmation number. When your cancellation request has been accepted, you will receive a confirmation number via text or email. If you do not receive a text or email within 7 business days after your cancellation form has been turned in, please contact the billing department.

3. Three-Day Right of Recession

New members have three days after signing this Agreement to cancel their membership without penalty. If the Agreement is cancelled within three days, the *Gym* will return to the member within thirty days all amounts paid minus initiation fees. To cancel within three days after signing, new members must call or come into the *Gym* and inform the front office personnel of their wish to cancel.

4. Attire

Proper attire is required for participants using the *Gym*. Shirts, shoes, and clean, un-torn clothing are mandatory. No bathing suits or briefs without tights or leg coverings are allowed. Proper footwear must be worn as follows:

- a. **Weight Training and General Exercise**
No open toed shoes, thongs, sandals, street shoes, bare feet, or slipper-type shoes allowed.
- c. **Other** _____

5. Equipment

All equipment must be used as designed. If member is not familiar with use of equipment, he/she must arrange instruction with a staff member. Instruction is available to members as part of their membership. Members must be familiar with and observe *Gym* rules and regulations posted in the *Gym* area. Members who do not observe *Gym* rules and regulations or who abuse equipment in any fashion will be asked to leave. The management reserves the right to terminate membership to anyone who refuses to observe any of the *Gym*'s rules or regulations.

6. Conduct

The *Gym* is committed to the health, safety, and welfare of each of its members and staff and will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. The *Gym* has the right to judge behavior and respond accordingly. This right includes, but is not limited to, termination of membership of any member engaging in unacceptable behavior.

7. Children

Members must be 18 years of age or older. Minors are not allowed in the exercise, weight training, or boxing ring rooms. Minors under the age of 16 must be supervised at all times.

8. Damages

Members shall pay for any damages to the *Gym*'s property which results from the willful or negligent conduct of member, member's guest, or dependent children.

9. Lost Articles

The *Gym* assumes no responsibility for lost or stolen articles. Lost and found articles not claimed will be donated to charity.

10. Guests

Guests may enter the *Gym* on payment of a fee determined by the *Gym* from time to time. Guests must sign the Guest register and Assumption of Risk Liability form. The number of visits by a guest to the *Gym* is at the sole discretion of the *Gym* and must be at least 18 years old.

11. Smoking, Food, and Drink

No smoking is allowed in any part of the facility. No food or drink is allowed beyond the lobby and vending machines. Water may be taken into workout areas if it is in a non-breakable, enclosed container.

12. Late Payment of Fees

A late payment fee of **\$5** will be charged on any payment past due. Membership fees must be paid on or before the first day of the month when due. Membership may be cancelled, at the discretion of the *Gym*, if fees are not timely paid.

13. Change of Rules and/or Regulations

The *Gym* reserves the right to add to, change or remove rules, conditions of membership, opening and closing hours and the services and facilities offered by the *Gym* from time to time.

14. Waiver, Release and Assumption of Risk

a. The undersigned member (hereinafter referred to as *Member*) understands and agrees that he/she is voluntarily participating in physical activities which may expose *Member* to some level of risk or injury, and *Member* represents that he/she is aware of the nature of these activities and agrees to accept any and all risks associated with participation in these activities.

b. *Member* represents that he/she is in good physical health, and that *Member* shall notify the *Gym* in writing if he/she becomes unable to participate in an activity due to some physical or mental considerations. In consideration of the *Gym* allowing *Member* to participate in physical activity within the facilities of the *Gym* and use the *Gym*'s equipment, *Member* agrees to indemnify and hold the *Gym* harmless, as well as its directors, agents, officers, and employees, against loss (including reasonable attorneys' fees) from any and all claims of negligence, demands, rights, or causes of actions of any kind or nature that may hereafter at any time be made or brought by *Member* or on *Member*'s behalf for any known or unknown, foreseen and unforeseen bodily or personal injuries, damages to property and consequences thereof which may be sustained by *Member* as a direct or indirect result of participating in the aforementioned activities and use of the equipment of the *Gym*.

c. The provision of this Paragraph shall continue in full force and effect even after the termination of *Member*'s membership in the *Gym*.

15. Covenant not to Compete

Member understands and acknowledges that he/she will, as a result of his/her membership in the *Gym*, have significant contacts with other members, employees of *Gym*, as well as other persons and entities which have been a contractual relationship with the *Gym*, and shall become familiar with trade secrets, methods of doing business, and other confidential business and proprietary information of the *Gym* that does not qualify as a trade secret. Therefore, during the term of this Agreement and for a period of 2 years following the termination of this Agreement, *Member* will not, individually or in conjunction with others, directly or indirectly, engage, or assist in any manner others in engaging, in any part of any business which competes directly or indirectly with the *Gym*, whether as an officer, director, proprietor, employer, partner, independent contractor, employee, or shareholder, without the *Gym*'s prior written consent, which may be withheld in its sole discretion. The provision of this Paragraph shall continue in full force and effect even after the termination of *Member*'s membership in the *Gym*.

16. Miscellaneous

A. This Agreement contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

B. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall

select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

C. *Member* has read, and fully agrees to the terms of this Agreement and understands and agrees that by signing this Agreement (which contains a waiver, release and assumption of risks) *Member* has given up considerable future legal rights. *Member* has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him/her. *Member* certifies and warrants that he/she is 18 years of age or older and mentally competent to enter into this Agreement.

WITNESS our signatures as of the day and date first above stated.

TIGER BOXING AND FITNESS, LLC

_____/_____
Gym MEMBER(s) Signature(s)

Gym Center Representative Signature