

LIVING WELL FITNESS CENTER (LWFC)
CONDITIONS

1. MEMBERSHIP DISCLOSURE

a) The Living Well Fitness Center (LWFC)/Mt. Zion Baptist Church urges all members to obtain a physical examination from their physician prior to the use of any exercise equipment. In recognition of the possible dangers connected with any physical activity, member(s) hereby knowingly and voluntarily waive their right or cause of action of any kind whatsoever arising as the result of such activity from which any liability may or could accrue to the LWFC, its agents, officers, employees or trainers. If any reason of death or permanent disability, the member is unable to complete membership, they and their estate shall be relieved from the obligation of making payment for services other than that received prior to death or the onset of the disability, and that if they have prepaid any sum for services, that amount shall be refunded. If member decides to cancel or move, a 30-day written notice and an early termination fee of \$50.00 is required to end membership. If 30-day notice is not met, the member's next payment will be enforced_____ **(Members Initials)**

b) I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment or machinery except as herein after stated. I do hereby acknowledge that I have been informed of the need for a physician's approval for any participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise and use of exercise and training equipment so that I might have his/her recommendations concerning these fitness activities and equipment use. I acknowledge that I have decided to participate in activity and use of equipment and machinery without the approval of my physician and hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities.

2. CONSUMERS RIGHT OF CANCELLATION

a) By law, you (the member) have seven business days to cancel this contract agreement.

b) To be effective, your cancellation must be in writing and postmarked by midnight of the 7th business day, and must include all contract forms, membership cards and any and all other documents and evidence of membership previously delivered to you.

c) Notice of intent to end membership and membership card must be delivered in person to the LWFC or by certified mail addressed to LWFC, Mt. Zion Baptist Church, 120 Roberson St., Kalamazoo, MI 49007. LWFC and/or Mt. Zion Baptist Church assume no responsibility for mail not sent by certified mail. Membership cards must accompany notice of intent to end membership.

d) You (the member) may cancel this agreement within 30 days from the time you knew or should have known of any substantial change in services or programs available at the time you joined. Substantial changes include, but are not limited to, changing from being coed to being exclusively for one sex and vice versa. To cancel, send written notice of your cancellation to the address provided in this contract for sending notice of cancellation. The best way to cancel is by keeping a photocopy and sending the cancellation by registered mail with return receipt requested.

e) The LWFC of Mt. Zion Baptist Church reserves the right to cancel this membership agreement and request the return of membership card at its discretion.

3. MEMBERSHIP

a) The classification of members, the amount of dues payable by the members, the amount of admission, the suspension and expulsion of members, and all other matters affecting or relating to the membership shall be under complete control of LWFC/Mt. Zion Baptist Church reserves that right to charge LWFC members who are not members of Mt. Zion Baptist Church different monthly dues.

b) Membership is open to any person of good character and legal age (16)

4. DUES – The monthly dues shall be initially that amount indicated on the membership application, but shall be subject to increase pursuant to item 2, ALL FEE ARE NON-REFUNDABLE.

5. DELINQUENT ACCOUNTS – In the event that I default on my obligation, the LWFC/Mt. Zion Baptist Church has the right to collect all monies due in an accelerated manner plus any fees charged by a collection agency, and/or any reasonable attorney fees including court costs.

6. LATE OR RETURNED ITEM CHARGES – A \$5.00 late fee will be assessed to any member failing to make payments by the due date, and \$25.00 for a returned check, credit card draft or ACH debit draft as a result of insufficient funds, closed account or similar circumstances.

7. **PARTICIPATION** – I understand that the amount and extent to which I participate in exercise and other activities within the premises are my responsibility. My failure to use the facilities does not constitute ground for a refund or cancellation.

8. **CARDS** – There will be a \$5.00 fee charge for the lost cards. Cards are not transferable to another person.

9. **DAMAGE TO FACILITIES** – I agree to pay for any damage I may cause to the LWFC facilities through my careless or negligent use or misuse thereof.

10. **HOURS OF OPERATION** – Operation schedules may vary and are subject to change from time to time. The LWFC will be closed on Sundays and for a period covering some holidays. This information will be posted in the LWFC.

11. **UNAVAILABILITY OF FACILITY OR SERVICES** – I agree to accept the fact that a particular facility or service in the premises may be unavailable at any particular time due to mechanical breakdown, fire, act of God, condemnation, loss of ownership, catastrophe or any other reason. Further, I agree not to hold the LWFC/Mt. Zion Baptist Church responsible or liable for such occurrences.

12. **RELEASE OF LIABILITY** – In consideration of being allowed to participate in the activities and programs of the LWFC and to use its facilities, equipment and machinery in addition to the payment of any fee or charge and loss or theft of personal belongings – applying to both inside the facility and lockers as well as on the property site. I do hereby waive, release, and forever discharge the LWFC/Mt. Zion Baptist Church and their representative affiliates, and their officers, agents, employees, representatives, executors, and all other from any and all responsibilities or liability from injuries or damages resulting from my participation in any activities or my use of equipment or machinery in the above mention activities. In addition, the LWFC/Mt. Zion Baptist Church assumes not liability for the personal property of club members _____ **(Member Initials)**. Any items left at the club for a period longer than 30 days will be considered abandoned and thus disposed of at the manager’s discretion. I do also hereby release all of those mentioned and any other acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or other acting on their behalf or in any way arising out of or connected with my participation in any activities of the LWFC or use of any equipment at the LWFC _____ **(Member Initials)**. Solely for the purpose herein LWFC/Mt. Zion Baptist Church should be defined to include Mt. Zion Baptist Church.

13. **AMENDING THE RULES** – I understand that the LWFC/Mt. Zion Baptist Church reserves the right to amend or add to these conditions and to adopt new conditions as it may deem necessary for the proper management of the club and the business.

14. **LEGALLY BINDING AGREEMENT** – I understand that this enrollment is legally binding in its terms and conditions, whether my use of the facility and its services is determined and paid for on a monthly, annual, or individual visit basis. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be changed or added to only by a written amendment signed by both parties.

ACCEPTED BY: The Living Well Fitness Center/Mt. Zion Baptist Church

Member Signature: _____

Member’s Printed Name: _____

Date Signed: _____