



# Fitness Membership Application

Name \_\_\_\_\_ Date of Birth \_\_\_/\_\_\_/\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
 Zip \_\_\_\_\_ Employer \_\_\_\_\_ Phone (Cell) \_\_\_\_\_  
 (Home) \_\_\_\_\_

### Family / Couple Plans Only:

Spouse \_\_\_\_\_ Date of Birth \_\_\_/\_\_\_/\_\_\_  
 \_\_\_\_\_

(A) \_\_\_\_\_ Date of Birth \_\_\_/\_\_\_/\_\_\_

(B) \_\_\_\_\_ Date of Birth \_\_\_/\_\_\_/\_\_\_

(C) \_\_\_\_\_ Date of Birth \_\_\_/\_\_\_/\_\_\_

**POLICY**  
 All children must be under age 22, claimed on taxes & living in the same

Initial Agreement (initial) \_\_\_\_\_

This agreement by and between \_\_\_\_\_ (member) (who is over age of 15) and Cullman Regional Fitness / Cullman Regional, from this point forward referred as the Cullman Regional, shall be in effect on \_\_\_/\_\_\_/\_\_\_ and shall continue for an indefinite period. Any changes in membership status will be effective on the following month after request and requires a new contract.

Physician Approval (initial) \_\_\_\_\_

All members must obtain their physician's approval for participation in an unsupervised exercise program pursuant to the attached Unsupervised Exercise Participation - Physician Approval Form prior to the initiation of any exercise in, or use of the Cullman Regional Fitness Center. The member and the member's physician are solely responsible for making a determination regarding participation in any exercise or activity at Cullman Regional Fitness Center. Cullman Regional Fitness Center assumes no responsibility for supervising any member of determining the medical appropriateness of any exercise or activity.

ABSENCE OF SUPERVISION OR MEDICAL CARE (initial) \_\_\_\_\_

Member understands and acknowledges that if member choose to participate in any exercise or activity at Cullman Regional Fitness Center, member is assuming all risk of injury or incident and that Cullman Regional is not supervising member or providing medical care during member's participation in any activity or exercise at the Cullman Regional Fitness Center.

AGREEMENT TO ABIDE BY FITNESS POLICIES (initial) \_\_\_\_\_

Member has been given a copy of Cullman Regional Fitness Policies and agrees to abide by such policies while at the Cullman Regional Fitness Center.

CANCELLATION NOTICE (initial) \_\_\_\_\_

This contract will continue month to month until cancelled in writing by the member upon 30 days prior notice thereof.

All memberships are nonvoting, nonproprietary, and run continuously. Member agrees to all rules and regulations of Cullman Regional. Cullman Regional reserves the right to change or update the rules and regulations at any time.

TERMES/DUES (initial) \_\_\_\_\_

For the value received and in consideration of the extension of membership, Members agree to pay a non-refundable initiation fee of \$ \_\_\_\_\_ at the time of signing this agreement. For value received and in

consideration of the extension of membership, Member further agrees to pay the sum of \_\_\_\_\_per month. If Member agrees to pay the cost of collection and a reasonable attorney's fee, with respect to nonpayment by Member of any sums due and payable. Member further agrees to pay any additional fees established by Cullman Regional.

RELEASE OF LIABILITY (initial)\_\_\_\_\_

Cullman Regional reserves the right to terminate any membership at any time. Non-payment of fees, unacceptable behavior, including inappropriate conduct or dress may be causes for immediate termination of membership. Cullman Regional management has the right to ask a member to wear appropriate attire. Refunds will not be issued upon any termination or cancellation of this agreement.

Member represents that he or she is in good physical condition and able to use Cullman Regional facilities. Member fully understands and agrees that in participating in one or more of Cullman Regional Fitness programs offered therein, there is the possibility of accidental or other physical injury and that Cullman Regional assumes no responsibility for supervising member's participation in any activity at the Cullman Regional Fitness Center. Member further agrees to assume the risk of any injury or incident at Cullman Regional Fitness Center and agrees to indemnify and hold harmless Cullman Regional from any and all liability resulting from the actions of Members at the facilities. Member agrees to be responsible for any damage to property caused by Member. It is a policy of Cullman Regional that any individual participating in an exercise program should consult a physician before purchasing a membership and joining the facility. I understand the risk of injury from utilizing the Cullman Regional facilities equipment and participation in any of the Cullman Regional programs is significant, including the potential for permanent paralysis and death. I HEREBY KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH ADVERTISERS, AND ALL OWNERS AND LESSORS/LESSEES OF THE PREMISIS OF THE CULLMAN REGIONAL FACILITIES, AND THEIR RESPECTIVE OFFICERS, AFFILIATES, AGENTS AND EMPLOYEES, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY THAT MAY ARISE OUT OF OR IN CONNECTION WITH MY USE OF ANY OF THE EQUIPMENT OR THE FACILITIES OF CULLMAN REGIONAL, OR ANY INCIDENT THAT OCCURS WHILE USING SUCH FACILITIES, OR OTHERWISE RELATED TO MY MEMBERSHIP. I expressly agree that this release is intended to be as broad and inclusive as permitted by applicable law and if a portion of this release is held invalid, the balance shall remain in full force and effect. This release shall apply to my family members as listed above as well as to my heirs, assigns, personal representatives and any other next of kin. I understand that Cullman Regional is relying on this release in agreeing to enter into this Membership Agreement. I HAVE READ THE RELEASE OF LIABILITY AND ASSUPTIONS OF RISK AGREEMENT CONTAINED HEREIN FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENTS.

Additionally, Membership and participation in this facility constitutes permission to use my likeness in promotional materials. Having read this waiver and knowing these facts, and in consideration of your accepting my entry, I, for myself and anyone entitled to act on my behalf, waive and release Cullman Regional, all sponsors, their representatives and successors from all claims or liabilities of any kind arising out of my membership and participation.

SIGNATURE

I hereby authorize the membership payment method selected below and have read and understand the above membership agreement and I agree to its terms and conditions, I also understand that this is a legal and binding contract.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_