



www.synergyhandf.com
 205 Graceland Dr. Suite 8
 Dothan, AL 36305
 (334)699-5433

Member #		Date of Contract	
Card Code		Expiration Date	
Salesperson			

MEMBER INFORMATION			
Name:	Date of Birth:	Email:	
Address:	City:	State:	Zip Code:
Home Phone:	Cell Phone:		
Employer:	Employer Phone:		

SPOUSAL INFORMATION	
Name:	Date of Birth:
Address:	
Home Phone:	Cell Phone:
Employer:	Work Phone:

EMERGENCY INFORMATION			
Name:	Relationship:	Home Phone:	Cell Phone

MEMBERSHIP INFORMATION
Membership Type
<input type="checkbox"/> Single Year <input type="checkbox"/> Single Monthly <input type="checkbox"/> Family Year <input type="checkbox"/> Family Monthly <input type="checkbox"/> Corporate <input type="checkbox"/> Military

FAMILY MEMBER INFORMATION	
Name	Date of Birth

PAYMENT INFORMATION	
Enrollment Fee	
Payment Due	
Total Amount Due	
Form of Payment	<input type="checkbox"/> Cash <input type="checkbox"/> Check # _____ <input type="checkbox"/> Credit Card

EFT REQUEST INFORMATION		
I, _____, authorize my bank to make payments by method indicated below to Synergy Health and Fitness.		
Bank Name:	Routing #	Account #
Credit Card Name:	Expiration:	
Signature:	Date:	

GENERAL PROVISIONS

1. General Right of Recision: You have the right to cancel this membership contract, penalty free, within three (3) days of entering into it by giving Synergy Health and Fitness, Inc. ("Synergy"), written notice of such cancellation. Upon receiving such notice, Synergy will refund all monies paid to us under this contract except the membership dues for the day(s) since the contract was made.
2. Cessation of Business: You may cancel this contract if Synergy goes out of business by giving Synergy written notice. Upon receiving such notice, Synergy will refund funds paid in an amount computed by dividing the contract price by the number of weeks remaining in the contract's term.
3. Disability: If you become totally and permanently disabled during the membership term following the date of the contract, you may cancel the contract by written notice. Upon receiving such notice, Synergy will refund funds paid in an amount computed by dividing the contract price by the number of weeks remaining in the contract's term. Synergy has the right to require reasonable notice of such disability. "Total and permanent disability" means such disability as would prevent you from using Synergy's facilities.
4. Death: If you die during the term of this contract, your estate may cancel this contract by written notice. Upon receiving such notice, Synergy will refund funds paid in an amount computed by dividing the contract price by the number of weeks remaining in the contract's term. Synergy may require reasonable notice of death.
5. Restriction on Cancellation or Assignment:
 - a. You understand that you have signed this contract. Your failure to use the membership and utilize programs and facilities does not relieve you of your liability for payment, regardless of the circumstances, other than those described above.
 - b. This Membership is non-transferable, non-assignable, non-refundable and non-cancelable, except as provided in this contract.
6. WARNING: If you have a history of heart-related disease, you should consult a physician before purchasing a membership. A person entitled to membership privileges under this contract who has a history of heart-related disease also should consult a physician before utilizing Synergy's programs and facilities.
7. Indemnification and Release: It is expressly agreed that all use of the fitness facilities shall be undertaken by a member at his or her sole risk. It is further agreed that, by signing this contract, the signing member hereby releases, holds harmless, and agrees to indemnify Synergy from all liability for any injuries, damages, or other losses to the member, any other member, or any guest, or to the property of such members or guests, including but not limited to those damages resulting from acts of active or passive negligence by the member, related in any manner to the member's use of the fitness facilities, and it is agreed that the Synergy shall not be responsible or liable in any event for loss or damage to any property of the member, any other members, or their guests, including their automobiles and the contents thereof. It is also agreed that any losses or damages to the club facilities or property, or to property of any member by another member or his guest, is the sole responsibility of the offending member, and such offending member, by execution hereof, agrees to indemnify and hold harmless from such losses or damages.
8. Application of Payments: Synergy will apply all payments received to pay the installments in the order in which they are to be paid.
9. Applicable Law: Alabama state law governs this contract.
10. Severability: The provisions of this contract are severable. If any provision of this contract is declared unenforceable, it is the intention of the parties to this contract that the remainder of the contract will be valid and enforceable.



SYNERGY RULES AND REGULATIONS

1. Members should have permission of their primary care physician before starting any type of exercise.
2. Members agree that any use of the club's facilities shall be done at their own risk.
3. Children under the age of 14 are not permitted anywhere in the club without parental or instructor supervision
4. All members are required to sign in at the front counter upon entering the club.
5. Only authorized staff members are allowed behind the front desk.
6. Members are invited to bring or send a person to the club. The guest may come in one (1) time free of charge. Two (2) additional visits are permitted with a guest fee.
7. Proper workout clothing is required in the club. Men are required to wear gym shorts or pants with a t-shirt. Women are required to wear appropriate gym shorts or pants and top. Soft-soled, closed-toed shoes with socks are required at all times. Please ensure that the bottoms of shoes are clean before entering.
8. The club, the corporation owning the club, and agents and employees of both shall not be responsible for any damaged, lost, or stolen items.
9. All tobacco products, alcohol, nonprescription medication (including anabolic steroids) are prohibited inside the club.
10. Free weights, including plates and dumbbells, must remain on rubber mats at all times. After using dumbbells and weights members must re-rack them in their designated area.
11. Members are not to drop dumbbells or plates or exhibit any behavior that may jeopardize the facility, equipment, or safety of other members.
12. After using any equipment (including benches, machines and cardio machines) members must wipe off any sweat etc. If unable, staff will be happy to assist.
13. Inappropriate language or yelling will not be tolerated anywhere in the club.
14. Classes are subject to cancellation and/or change upon the discretion of the club staff.
15. Personal Training is available but not included in membership.
16. Café products are for sale and are on a self-serve basis. Members are to exhibit honesty and are expected to pay for any items consumed.
17. Operating schedules will be subject to change from time to time, according to periodic postings at the club. The club may be closed on certain holidays.
18. If the club is unavailable, the club reserves the right to extend the member's membership time.
19. Failure to attend the club or use facility will not relieve a member of any liability of payments.
20. Members are expected to comply with all rules and regulations upon acceptance of this contract.
21. Membership is nontransferable and cannot be transferred to another name or cancelled.
22. If a check, draft, or order for payment from any bank is not honored by the bank, the club will add a fee of \$20.00 or the amount equal to the actual charge by the depository institution for the returned item to the unpaid balance under the contract.
23. Any violation of the above rules, regulations and restrictions may cause termination of membership.
24. The club reserves the right to add or change any rules, regulations or restrictions.

Signature: _____ Date: _____

SYNERGY RELEASE, HOLD HARMLESS, AND INDEMNITY AGREEMENT

I, _____, understand that participating and/or engaging in activities/programs involving lifting weights, strength training, fitness training, aerobic exercise, including the use of equipment and/or weights, or any activity (“Activity/Activities”) taking place on the premises owned, managed, leased and/or operated by Synergy Health & Fitness, Inc. (“Synergy”) is potentially dangerous and/or involves a risk of injury and even death. I understand that operating the equipment and/or participating in any type of strength training, fitness training, aerobic exercise or Activity is dangerous and/or potentially hazardous. I am voluntarily willing to assume these risks while participating in these activities, or any other Activity, while on the Synergy premises.

Please Initial _____.

In consideration for being allowed to participate in Synergy’s Activities, and to use its facilities and equipment, in addition to the payment of any fee or charge, I do hereby waive, release and forever discharge Synergy and its officers, agents, employees, representatives, executors, and all others from any responsibility or liability for injuries or damages resulting from my participation in any activities or my use of equipment in the above mentioned facility or arising out of my participation in any Activities at said facility. I do also hereby release all of those mentioned and any others 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 or any duty of those mentioned or others acting on their behalf, or in any way arising out of or connected with my participation in any Activity while on the premises of Synergy. I hereby agree to indemnify and hold harmless Synergy and its officers, agents, employees, representatives, executors and all others from and against any and all liability, claims, fines, settlements, damages, demands, suits or causes of action of whatsoever nature, including but not limited to reasonable attorney’s fees, arising out of bodily injury to, illness or death of any person, damage to property of any person, legal entity or third party, in any occurrence incident to, arising out of, or relating to this agreement.

Please Initial _____.

I understand that the premises of Synergy and Activities described above, including the use of Synergy equipment and weights, pose certain dangers and hazards. I further understand the premises of Synergy and/or Activities described above pose hidden dangers and obvious dangers of which I am aware. I also understand that although Synergy may possess knowledge of the premises, that it is impracticable and virtually impossible for Synergy to list and/or physically show me each and every potential hazard on the Premises. I hereby voluntarily assume these risks while participating in these Activities, or any other Activity, on while on the Synergy premises.

Please Initial _____.

I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities and programs of the University Health Club or use of equipment except as hereinafter stated. I acknowledge that I have either had a physical examination and have been given by physician’s permission to participate, or that I have decided to participate in activity and/or use of equipment without the approval of my physician and do hereby assume all responsibility for my participation and activities and use of equipment in my activities.

Please Initial _____.

I HAVE READ THE FOREGOING RELEASE, HOLD HARMLESS, AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND IT’S TERMS AND AGREE TO ABIDE BY IT’S TERMS.

SIGNATURE

STREET ADDRESS

PRINT NAME

CITY, STATE & ZIP

PHONE (_____) _____

EMAIL _____ DATE: _____

On behalf of Synergy

Witnessed and Signed this _____ day of _____, 20_____