

# Workout Warehouse

244 N. Wenatchee Ave. Wenatchee, WA 98801  
(509) 667-5035

Join Date: _____
First : _____ Last: _____ Birth date: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____
Emergency Contact: _____ Phone: _____

Office Use: \_\_\_\_\_

Paid: \_\_\_\_\_

Additional Notes: \_\_\_\_\_

## **Rules and Regulations:**

Members are required to observe and comply with these Regulations and Rules. Failure by any member to so comply shall permit Workout Warehouse to revoke such membership agreement without any further obligation to member. Workout Warehouse reserves the right to make changes to the rules. These changes shall be posted at the premises.

**24 Hour Policy:** Any member caught loaning their card to another person, or bringing in guests after hours will have their membership terminated immediately. Workout Warehouse will not refund any dues remaining for the month. You, and the person you bring in, will no longer be welcome at Workout Warehouse.

**Workout Warehouse's Right to Suspend or Cancel:** Workout Warehouse reserves the right to suspend or terminate this membership in its sole and arbitrary discretion.

**Facility Rules:** Workout Warehouse is not responsible for any lost, stolen, or damaged articles. Locks left on lockers over night will be cut off and clothing donated to charity. Members must provide their own: workout towel, wearing apparel (per dress code) and locks for lockers. Member may not bring weapons, alcohol, or drugs on premises. Member may not perform any personalized training with any member or non-member without the express approval from the owner/manager or Workout Warehouse.

**Equipment:** Equipment includes free weights, selectorized weight machines and cardiovascular equipment. You are responsible for use of equipment in accordance with Workout Warehouse.

**Dress Code:** Appropriate workout attire must be worn at all times. No exposed metal on clothing. No see through clothing no open toed or open heeled shoes are allowed.

**Check in Policy:** All members are required to scan their access card every time to gain entrance into the facility.

**Damage to Equipment:** Member agrees to pay an extra charge for damage arising from any careless use of equipment, dropping weights, ETC. Caused by member.

**Dues:** The obligation to pay dues is not dependent upon the availability of Workout Warehouse's facilities or the Member's usage of the facility. Repair or maintenance may, at any time, make it necessary for Workout Warehouse to restrict the use of, for a temporary period, its facilities. Power outage, weather, or other acts of nature may cause a restricted use of the facilities. No refunds will be paid for dues or joining fees.

**Membership:** Member may not loan his/her membership to anyone. Any member who brings guests into the facility will be charged \$50 policy violation fee and have their card turned off. Memberships cannot be put on hold. Those who cancel their memberships will have to rejoin. No changes to this contract are permitted. No oral changes or cancellation privileges are permitted. Member verifies that no oral promises or any privileges or representation have been made and that this written contract is the entire agreement.

**Delinquent Accounts:** Any account which is more than fifteen days past due will result in member losing all club privileges. Those who let this time period lapse will have to rejoin.

**Extras:** All extra services including but not limited to: tanning, gift cards, personal training, ETC. expire after 3 months from the purchase date. No refunds will be paid for extras.

**Membership Definitions:** 1<sup>st</sup> Member/Single: A membership for ONE individual. Should the primary member cancel or discontinue his/her membership, all add-ons or derivative memberships will be charged the same dues payment the 1<sup>st</sup> Member/single has been paying.

**Medical Analysis:** Member hereby represents and warrants that he or she is physically sound and that he or she has medical approval to proceed with normal routine and exercise. Workout Warehouse is relying on the determination of member and member's physician as to member's fitness to use the facilities and equipment of the club and participation in a physical exercise program.

**Waiver and Release:** I am aware that physical exercise is a calculated risk activity and that using Workout Warehouse's exercise machines, free weights, personal training services, and any other facilities and related services offered by Workout Warehouse involves inherent risks and dangers, including loss of or damage to personal property and serious personal injury or death. I am aware of and understand the scope, nature, and extent of the risks involved in the activities contemplated by this release and waiver. I voluntarily assume and freely choose to incur any and all such risks and loss, damage, or injury, including death, including but not limited to the risk or harms caused in whole or part by the unintentional conduct of Workout Warehouse.

X \_\_\_\_\_ Date: \_\_\_\_\_

**Authorization Agreement for EFT:**

Checking/Savings

This authorizes Workout Warehouse ( WW) to automatically renew your thirty day contract on a month to month basis. Member agrees, authorizes, and directs WW to continue to access member/s bank account, or to invoice member for monthly dues, payments, or other fees and charges authorized in this contract. **Member agrees to give thirty (30) days written notice of cancellation. Member is liable for and agrees to pay all fees and charges accruing until cancellation is effective.** \_\_\_\_\_ (Initials)

**Member's right to cancel:** If you wish to cancel this agreement without penalty, you may cancel it by delivering or mailing a written notice to us. The notice must state that you do not wish to be bound by the membership agreement and must be delivered or mailed to Workout Warehouse, 244 N. Wenatchee Ave., Wenatchee, WA 98801. If you cancel within three days, we will return to you within 30 days, all amounts you have paid. Failure to follow the procedures as outlined above shall result in the membership agreement remaining in full force and effect.

I (We) authorize Workout Warehouse, to electronically debit (EFT) my (our) account. The deductions may continue until Workout Warehouse and BANK have received written noticed for member of its termination. The account may be debited 7 days before or after the bill date. Member authorizes Workout Warehouse to debit my (our) account for all sums which are owed including any increase provided for in this agreement and any and all sums that become due, including but not limited to processing fees, late fees, outstanding initiation fees, any other delinquent amount and all taxes enacted by any governing authority. Members paying by check must give Workout Warehouse avoided check with the required bank information and account numbers.

X \_\_\_\_\_ Date: \_\_\_\_\_