

MEMBERSHIP AGREEMENT – ENDURANCE FITNESS of MN

This Membership Agreement (the "Agreement") is made between Endurance Fitness of MN, LLC ("Endurance"), a Minnesota Corporation, and the undersigned member ("Member"). This agreement is made because Member wishes to receive and Endurance wishes to provide fitness classes, personal training, access to cardio and strength machines and other health club services at Endurance located at 9157 South Highway Drive, Lexington MN 55014.

PRIMARY MEMBER: Fob # _____

Name: _____ Cell Phone #: _____ Cell Provider: _____

Date of Birth: _____ E-Mail Address _____

Address: _____ City: _____ State _____ Zip _____

EMERGENCY CONTACT: Name: _____ Relationship: _____

Phone Number: _____

SECONDARY MEMBER: Fob # _____

Name: _____ Cell Phone #: _____ Cell Provider: _____

Date of Birth: _____ E-Mail Address _____

Address: _____ City: _____ State _____ Zip _____

EMERGENCY CONTACT

Name: _____ Relationship: _____

Phone Number: _____

Membership Type: _____

Please enroll me in the insurance reimbursement program. I have provided a copy of my insurance card and banking information to receive reimbursement.

I do not need to be enrolled in insurance reimbursement

Membership Requirements

You attest that you are at least 16 years of age.

Primary

Initial _____

Secondary

Initial _____

You have filled out and signed the waiver agreement.

Initial _____

Initial _____

Member Responsibility

You agree to abide by all facility rules of Endurance. You agree to seek instruction from a personal trainer or other staff members on the use of equipment prior to use. You acknowledge that you are in good health and have no disability, impairment, injury, disease, or ailment that prevents you from engaging in active or passive exercise or which would cause an increased risk of injury or adverse health consequences as a result of such exercise. You agree that Endurance will not be responsible or liable for the loss, theft or damage to your personal property. Endurance urges you to not bring any valuables into the fac

Key FOB

There will be a one-time fee of \$ 10.00 for either a key fob or a key card for entry into the facility. You will be allowed 1 lost or damaged key fob or key card. After that there will be a \$ 10.00 replacement fee. As a member of Endurance Fitness, you agree to not share your key fob with any other member or nonmember. You agree that you will not allow access to Endurance Fitness of MN to those persons not on your membership agreement. Doing so could result in termination of membership.

Membership Freeze

Annual memberships may be frozen at any time and annual contract expiration dates will be extended based on length of time of the freeze. Monthly memberships may be frozen for up to 6 weeks. You may cancel your membership at any time and reopen without penalty.

Closings

From time to time the Endurance Facility will need to be partially or fully closed. All efforts will be made to inform members in advance of any closings and to minimize any downtime associated with the closings.

Termination of Membership

Annual prepay memberships, may cancel the contract at any time and will be refunded the remaining balance less 3 months of membership dues on your account. There will be no cancellation fee for any member with **written notice at least 10 days prior** to the next billing date. Any refund will be mailed within 15 business days of receipt of cancelation notice. Monthly pay members are not entitled a refund of unused membership dues. Endurance reserves the right to terminate your membership for failure to pay the account in a timely manner. Members will not be allowed to use facility if account is not paid in full. The member is responsible for any fees or expenses that Endurance incurs for failure to make payment and/or any other expenses payable to Endurance.

Confidentiality

Information you provide to Endurance pursuant to this agreement will be treated by Endurance and its personnel as confidential, and will not be released or revealed to any person outside of Endurance without your express written consent or as required by law. Endurance shall employ reasonable and appropriate safeguards to protect your Confidential Information. You agree that the club may use or allow use by another, your Confidential Information in any manner so long as the Confidential Information is not personally identifiable to you. Endurance Fitness reserves the right to use photos or videos taken inside the fitness center or studio for promotional purposes. Names will not be published without members consent.

Governing Law

This agreement shall be governed by the laws of the State of Minnesota.

Enforcement

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, and the provision held invalid or unenforceable shall be deemed modified so as to give the provision the maximum effect permitted by applicable law.

Assignment

You may not assign, resell, or transfer to any other person or entity the rights allowed or obligations required by this agreement.

Primary Print Name	Signature	Date
Secondary Print Name	Signature	Date

PARENT/LEGAL GAURDIAN Signature of members 16 – 17 years old: _____

OFFICE USE ONLY

Staff Signature: _____

Date: _____

Identification Verified: Yes / No Type: _____

Student ID or Transcript Verified: _____