

500 WEST MONROE, CHICAGO, ILLINOIS

MEMBERSHIP APPLICATION & AGREEMENT

NAME: _____ DOB: ____/____/____ DATE: _____

HOME ADDRESS: _____

CITY/STATE/ZIP: _____

EMPLOYER: _____

BUSINESS ADDRESS: _____ SUITE: _____

CITY/STATE/ZIP: _____ EMAIL ADDRESS: _____

BUSINESS PHONE: _____ HOME PHONE: _____

EMERGENCY CONTACT: _____ EMERGENCY PHONE: _____

TERM OF AGREEMENT: _____

BUILDING ACCESS ID CARD NUMBER: _____

EFFECTIVE DATE/START DATE OF MEMBERSHIP: _____

TERMS AND CONDITIONS

1. **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 the ownership and/or the managing agent of the building located at 500 West Monroe, Chicago, Illinois ("Ownership"). Ownership reserves the right to amend or add to the rules and regulations and to adopt new conditions as it may deem necessary for the proper management of the facilities and its business operations.
- B. Membership is open to any person of good character and legal age and who is a qualified employee of a tenant in good standing located at 500 West Monroe, Chicago, Illinois (the "Building").

2. **FEES**

There is a \$15.00 monthly fee for use of the facilities. Members shall be billed in advance for each month and payment shall be due and payable no later than the first (1st) day of the applicable month. Ownership has the right to terminate membership and access to the facilities if payment is not received by Ownership on the first (1st) day of the applicable month. The monthly fee shall be subject to change from time to time upon prior notice.

3. **TERM OF AGREEMENT**

The term of the Agreement shall extend for twelve (12) months, and shall commence and terminate on the dates provided above. Notwithstanding the foregoing, Member may terminate the Agreement at any time on thirty (30) days prior written notice to Ownership.

4. **HOURS OF OPERATION** – Operation schedules may vary and are subject to change from time to time. The facilities may be closed on Saturdays, Sundays, and for a period covering some holidays.
5. **CARDS AND KEYS** – There will be a \$25.00 fee charged for lost access cards and there will be a \$25.00 fee charged for lost locker keys. Cards and keys are not transferable to another person.
6. **DAMAGE TO FACILITIES** – Member agrees to pay for any damage to the facilities through such Member's careless or negligent use or misuse thereof.
7. **UNAVAILABILITY OF FACILITY OR SERVICES** – Member agrees to accept the fact that a particular facility or service may be unavailable at any particular time due to mechanical breakdown, fire, act of God, condemnation, loss of lease, catastrophe or any other reason. Further, Member agrees not to hold Ownership responsible or liable for such occurrences.
8. **RELEASE OF LIABILITY** – In consideration of being allowed to use the facilities, and its equipment and machinery, Member agrees to waive, release, and forever discharge Ownership and its representative affiliates, and their officers, agents, employees, lenders and all others from any and all responsibilities or liability from injuries or damages resulting from Member's participation in any activities or use of equipment and machinery. (**Member initials _____**). Member releases all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to Member, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities or use of any equipment and machinery. (**Member initials _____**).
9. **MEMBER REPRESENTATIONS.**
 - A. Member understands and is aware that strength, flexibility, and aerobic exercise, including the use of equipment, are potentially hazardous activities. Member understands that fitness activities involve a risk of injury and even death, and that Member is voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. Member also understands that the facility is not staffed and that they are working out at their own risk. Member hereby agrees to expressly assume and accept any and all risks of injury or death. (**Member initials _____**)
 - B. Member further declares himself/herself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent Member's participation or use of equipment or machinery. Member acknowledges that Member has been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. Member also acknowledges that he/she has been recommended to have a yearly or more frequent physical examination and consultation with a licensed physician as to physical activity, exercise, and use of exercise and training equipment so that Member might have his/her recommendations concerning these fitness activities and equipment use. Member acknowledges that he/she has either had a physical examination and been given such physician's permission to participate, or has decided to participate in activity and use of equipment and machinery without the approval of a physician and does hereby assume all responsibility for participation and activities, and utilization of equipment and machinery (**Member initials _____**).
10. **LEGALLY BINDING AGREEMENT** – Member understands 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, yearly, 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.
11. **MEMBERSHIP RULES AND REGULATIONS**

In order to provide an environment that will be clean, safe and pleasant to all members, the following guidelines must be adhered to when in the facility.

 - A. Attire: Members must wear appropriate workout wear including shirts, and rubber soled shoes. Members should wear an absorbent top to keep equipment free of perspiration and maintain sanitary conditions. There are no jeans, work-boots, or open-toed shoes allowed on workout floor. Ownership has the right to refuse inappropriate clothing.
 - B. Daily Check-in: A membership card is required each time a member enters the facilities. Membership cards are provided as protection to all members.
 - C. Equipment: All equipment (including dumbbells, weights, locker room keys and towels) must be returned to the appropriate location after use. Use the appropriate amount of weight so that you do not bounce, slam or drop the weights. No abuse of the equipment of facility will be tolerated.

- D. Lockers: All lockers are for daily temporary use only and may not be used for any period of time other than the duration of the Member's individual workout. Lockers are not for any overnight use or storage. Ownership has the right to remove and discard personal items from lockers if such lockers are used overnight, or for more than the duration of the Member's individual workout.
- E. Management: Ownership may suspend or cancel the rights, privileges, or membership of any member whose actions are detrimental to the enjoyment of the facilities by other members or any conduct with in the opinion of Ownership is detrimental to the welfare, good order, and character of the facilities. Any inappropriate behavior, i.e. profanity or yelling, incidental to the enjoyment of the facilities by other members may result in membership termination without a refund. Management has the right to cancel any membership for non-payment of their membership account balance.
- F. Personal Property: Ownership is not responsible for damage, loss or theft of any clothing or other personal property.
- G. Solicitations: No solicitation by members is permitted in the facility.

I, _____, UNDERSTAND THAT IT IS MY RESPONSIBILITY TO CONTACT PAY PAL DIRECTLY TO SET UP MONTHLY AND RE-OCCURRING PAYMENTS TO OWNERSHIP THROUGH THEIR SYSTEM AS OF THE EFFECTIVE DATE/START DATE OF MEMBMERSHIP (AS FIRST WRITTEN ABOVE). MEMBERSHIP WILL NOT COMMENCE UNTIL CONFIRMATION OF SUCH PAYMENTS ARE RECEIVED BY OWNERSHIP.

SIGNATURE OF MEMBER: _____

TODAY'S DATE: _____