

ENERGY HEALTH & FITNESS L.L.C. 7 LANE AVE. LAVALE, MD 21502
(301) 777-5304

MEMBERSHIP CONTRACT:

<p>Customer Information: Last Name: _____ First Name: _____ Mailing Address: _____ City: _____ State: _____ Zip Code _____ Home Phone: _____ Cell _____ E-mail _____ Birth Date _____ Emergency Contact: _____ Relationship: _____ Phone Number _____</p>	<p>Member / Club Agreement</p> <p>This contract is a legal and binding agreement between the customer _____</p> <p>And Energy Health & Fitness L.L.C. for access to and use of the fitness center during posted business hours for the length of this contract _____</p> <p>The beginning effective date is _____ The expiration date is _____</p> <p>The price of this membership is _____ To be paid in _____ payments of _____</p> <p>Method of payment Check Cash Credit card EFT</p>
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HOW DID YOU HEAR ABOUT US? MEMBER REFERRAL NEWSPAPER AD RADIO AD
WALK IN OTHER _____

Notice of Consumer Rights:

1. We are not required to carry a performance bond under the Maryland Health Club Services Law because we do not accept more than 3 months payment in advance or charge initiation fees over \$200.00
 2. If the Fitness Center is closed for a month or more, you are entitled to your choice of either an extension of the Agreement or a prorated refund. If the closing is not the fault of the business, we are entitled to choose either remedy.
 3. You have the right to cancel this Agreement within (3) business days after the receipt of a copy of this agreement. Cancellation must be in writing, and delivered in person or by certified or registered mail. If you cancel, you are entitled to a full refund. If you become disabled for at least 3 months during the membership term and the disability is confirmed in writing by a physician, you are entitled to an extension of the Agreement.
- I have been notified of my consumer rights (please initial)

Assumption of Risk:

In consideration of gaining access to participate in activities associated with Energy Health and Fitness LLC, I do hereby waive, release, and forever discharge Energy Health and Fitness L.L.C. and its officers, agents, employees, representatives, executors, and all others from any and all responsibilities or liability for injuries or damages from my participation in any activities in said program.

▪ _____ X (please initial)

I understand the policies and procedures set forth by Energy Health and Fitness L.L.C. and I have the opportunity to discuss my specific needs in relation to participatory activity; and as a result, I do voluntarily request to participate in this preventative program of exercise.

▪ _____ X (please initial)

Also, in consideration of the above factors, I acknowledge the existence of risks in connection with these activities, assume such risks and agree to accept the responsibilities for injuries arising out of those activities that involve risk in any of the following areas:

- The use of the facility equipment
- The performance of fitness-related evaluations to assess functional capacity
- The participation in group activities to exercise and activity
- Incidents that occur with in the institution facility, locker rooms, dressing rooms, showers, and other areas, associated with Energy Health and Fitness L.L.C.

In addition, it was seriously recommended that I consult with a physician before engaging in any activities associated with Energy Health and Fitness L.L.C.

▪ _____ X (please initial)

Having read the preceding, I acknowledge full understanding of those risks set forth herein and knowingly agree to accept full responsibility for my own exposures to such risks and to wave full responsibility and liability on the behalf of Energy Health and Fitness L.L.C.

▪ _____ X (please initial)

Print Name: _____	Date: _____
Signature: _____	Date: _____
Parent / Guardian: _____	Date: _____
Witness Signature: _____	Date: _____