

THE ORIGINAL HOUSE OF PAIN (Co-Ed)
111 Frazier Street
Whiteville, NC 28472

NAUTILUS FITNESS CENTERS
The *Elite* (Ladies Only)
617 S. Madison Street
Whiteville, NC 28472

The **EXECUTIVE** (Co-Ed)
618 S. Madison Street
Whiteville, NC 28472

MEMBERSHIP AGREEMENT

- 1) Member's Name: _____
- 2) Address: _____ City: _____ State: _____ Zip: _____
- 3) Phone Number: _____
- 4) Driver's License No. _____ & State Issuing: _____
- 5) Date-of-Birth: _____
- 6) Age: _____ (If under 18 years of age, parent/guardian should complete consent, below.)
- 7) Employer: _____ Employer City&State: _____
- 8) Monthly Draft:

a. Monthly Membership (24hr) \$35 per month Draft Date: _____

****All memberships include a \$20 initiation fee, and thereafter a \$30 yearly maintenance fee in July of each year.***

- 8) Member agrees to keep and obey all rules and regulations now in force or in the future prescribed by Nautilus Fitness Center, for the use of the training facilities, premises, and equipment therein, and the fitness center reserves the right to revoke this membership for cause if Member fails to keep and obey any of such rules and regulations, or for reasons of nuisance, disturbance of other members or staff, moral turpitude or fraud. Without limiting Member's obligation to obey the rules and regulations of the fitness center presently in force or in the future prescribed, Member agrees that he/she will obey the following rules by:
- a) Always considering other members' rights and privileges while he/she is training;
 - b) Always paying his/her membership dues on or before the due date specified - or pay a late fee;
 - c) Always printing his/her first and last names legibly on the sign-in sheet when he/she uses the facility;
 - d) Always unloading all bars and machines when he/she is through using them and replacing all weight plates on their proper racks;
 - e) Always replacing barbells and dumbbells on their proper racks at the end of each set;
 - f) Always following directions on the proper use of the training equipment and asking for directions when necessary;
 - g) Never spitting into the water fountain;
 - h) Never putting his/her feet on the wall;
 - i) Never placing weight plates on the floor;
 - j) Never banging dumbbells together when doing flies or other exercises;
 - k) Never dropping dumbbells or barbells on the floor;
 - l) Always disposing of trash in the proper places;
 - m) Always treating members and staff with fullest respect and courtesy at all times;
 - n) Always accepting full responsibility for any damage done to equipment due to his/her misuse of the equipment.
- 9) Without limiting the fitness center's ability to terminate this membership for cause, the fitness center may terminate this membership for any reason at the end of any given month. If the fitness center elects to so terminate, the fitness center will refund a pro-rata portion of any dues applicable to future month(s).
- 10) It is expressly understood and agreed that this contract is not assignable or transferrable by Member and no rights or privileges granted by this membership can be transferred or assigned by Member. If the member misuses the card by letting a person that is not a member enter the facility with them or with their card, then a 50-dollar fee will be charged to the user and the card will be revoked until meeting with the fitness center owner.

11) It is further agreed that all exercises including the use of weights, number of repetitions, and use of any and all machinery, equipment, and apparatus designed for exercising and the use of the fitness center's premises and facilities shall be at the Member's sole risk. Notwithstanding any consultation on exercise programs which may be provided by fitness center employees or agents, it is hereby understood that the selection of exercise programs, methods and types of equipment shall be Member's entire responsibility, and the fitness center shall not be liable to Member or Member's family for any claims, demands, injuries, damages, or actions arising due to injury to Member's person or property arising out of or in connection with the use by Member of the services and facilities of the fitness center or the premises where the same is located. If Member brings any personal property onto the premises of the fitness center or onto the fitness center's parking area, Member takes such action at Member's sole risk. It is hereby understood that the fitness center is not responsible in any way for damage to or loss of any personal property which Member brings onto the premises of the fitness center or onto the fitness center's parking area, including but not limited to, losses due to theft, damage, or car accident. Member hereby holds the fitness center, its successors, assigns, owners, officers, directors, employees, and agents harmless from all claims which may be brought against them by Member, on Member's behalf, by Member's family, and Member's executors, administrators, and personal representatives for any such injuries or claims aforesaid and Member for himself and on behalf of his/her family, executors, administrators, and personal representatives does hereby forever release and discharge the fitness center, its successors, assigns, owners, officers, directors, employees, and agents from all claims, demands, injuries, damages, actions, losses and expenses. This section will survive any cancellation of this Agreement.

(1) NOTICE TO PURCHASER: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT OR IF IT CONTAINS BLANK SPACES.
(2) IF YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER OF THIS FITNESS CENTER, YOU MAY CANCEL BY CONTACTING GREG OR LYNNE HEWETT. THERE IS NO CANCELLATION FEE.

GREG HEWETT (910) 234-5861

LYNNE HEWETT (910) 625-7021

(3) IF THE FITNESS CENTER GOES OUT OF BUSINESS AND DOES NOT PROVIDE FACILITIES WITHIN 10 MILES OF THE FACILITY IN WHICH YOU ARE ENROLLED OR IF THE FITNESS CENTER MOVES MORE THAN 10 MILES FROM THE FACILITY IN WHICH YOU ARE ENROLLED, YOU MAY CANCEL THIS CONTRACT BY MAILING A NOTICE TO THE FITNESS CENTER STATING YOUR DESIRE TO CANCEL THIS CONTRACT, ACCOMPANIED BY PROOF OF PAYMENT ON THE CONTRACT. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS:

111 FRAZIER STREET, WHITEVILLE, NC 28472

(4) IF YOU DIE OR BECOME TOTALLY AND PERMANENTLY DISABLED AFTER THE DATE THIS CONTRACT TAKES EFFECT, YOU OR YOUR ESTATE MAY CANCEL THIS CONTRACT AND RECEIVE A PARTIAL REFUND OF YOUR UNUSED MEMBERSHIP FEE BY MAILING A NOTICE TO THE FITNESS CENTER STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE FITNESS CENTER MAY REQUIRE PROOF OF DISABILITY OR DEATH. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS:

111 FRAZIER STREET, WHITEVILLE, NC 28472

MEMBER ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS AGREEMENT EXECUTED BY BOTH FITNESS CENTER AND MEMBER AND ACKNOWLEDGES THE AGREEMENT TERMS.

Signed by MEMBER: _____ Date: _____

NAUTILUS FITNESS CENTER Representative: _____ Date: _____

PARENTAL/GUARDIAN CONSENT

The undersigned persons are the parents or guardians of the Member in this membership agreement and make this agreement for the purpose of enabling the Member to use the NAUTILUS FITNESS CENTER (the "fitness center") training facilities. The undersigned persons consent to the Member using the fitness center training facilities and are aware of the risks involved in such use. The undersigned persons further agree that this consent shall constitute a bar to any recovery by them for any loss to them due to such use, including but not limited to loss of the Member's services or companionship or loss of or damage to any personal property. The undersigned persons hereby hold the fitness center, its successors, assigns, owners, officers, directors, employees, and agents harmless from all claims which may be brought against them by the undersigned persons, Member or on Member's behalf or by Member's family for any such injuries or claims aforesaid and the undersigned persons for themselves and on behalf of Member and his/her family, executors, administrators, and personal representatives do hereby forever release and discharge the fitness center, its successors, assigns, owners, officers, directors, employees, and agents from all claims, demands, injuries, damages, actions, losses and expenses.

Signed by Parent/Guardian: _____

Relationship to Member: _____ Father; ___ Mother; _____ Guardian; _____ Other (state relationship) _____

Print Name: _____ Date: _____