

TITANS GYM

CORPORATE MEMBERSHIP AGREEMENT

GENERAL PROVISIONS: Upon the signing this agreement, Applicant promises to pay Titans Gym \$26.00 per month (payroll deduction) for which Applicant shall be considered a member for the entire term specified herein, irrespective of the amount of service Applicant uses at Titans Gym. Titans Gym does hereby agree to give Applicant the right to its facilities until the expiration date of _____open ended_____. Because Titans Gym is open 24 hours a day, Applicant understands that Applicant is responsible for safely entering and leaving Titans Gym at all times. Applicant understands and agrees that no special security measures or personnel are required to be provided by Titans Gym, and Applicant agrees that Titans does not herein warrant or guarantee Applicant's safety for any time period that Applicant elects to visit Titans Gym

EXERCISE APPAREL: Applicant shall be required to wear a gym-style T-shirt, tank top, workout shorts or sweatpants, and tennis shoes. Items such as, but not limited to jeans, cut-off shorts, skirts, open-toed shoes, and other business, dress, or street clothes are **not** permitted in the workout area. Violations of this provision may result in the termination of this agreement by Titans Gym, thereby preventing Applicant from further use of Titans Gym, its facilities, or its equipment. Upon termination of this agreement by Titans Gym for a violation of this provision, Applicant agrees an application termination and processing fee of \$100.00. Applicant expressly acknowledges that this termination fee is not a penalty to Applicant, but agrees that it is full and fair compensation to Titans Gym for the loss of the contract, and the administrative costs of completing the termination process.

LIABILITY WAIVER: It is expressly agreed by all parties to this Agreement that the use of exercise equipment and the exercise activity that accompanies the use of said equipment is an inherently dangerous activity. Applicant herein states and agrees that the use of the Titans Gym's fitness facilities, equipment, and workout areas shall be undertaken by Applicant at his or her sole risk. Titans Gym shall not be liable for bodily injury caused to any applicant from the use of Titans Gym, its facilities or workout areas, nor shall Titans Gym be liable for any loss or damage to the property of any Applicant, regardless of whether the property is lost, stolen, and/or damaged. The parties herein agree that Titans Gym shall not be subject to any claim or demand for damages, of whatever kind, involving any injury or loss to Applicant, including, without limitation, a claim for damages involving personal or bodily injury resulting from the recklessness, negligence, or failed supervision or training of Titans Gym, its staff, or its employees or corporate officers, subject to the limits of applicable Ohio law. In addition, Applicant agrees to forever discharge, indemnify and hold harmless Titans Gym for any loss occasioned by Applicant's use of Titans Gym, its parking facilities, restrooms, walk ways, stair ways, hallways, locker room areas, workout areas, and/or bathing, massage, and/or other services areas.

DAMAGE TO TITANS GYM: It is agreed that any damage done to Titans Gym's facilities or property by any Applicant is the sole responsibility of that Applicant.

GYM RULES

Titans Gym is open for 24 hours – for members only! Guests are not permitted during the hours of 9:00pm Friday thru 9:00am Saturday; Saturday 4:00pm to 9:00am Sunday; 4:00pm Sunday to 5:00am Monday; and all holidays.

Don't break the first rule - bringing guests in violation of Rule #1 will get you thrown out!

Put your weights away and clean up after yourself! Do not lean weights against Titans Gym equipment or leave them on the floor.

All lockers belong to Titans Gym. No member shall place their own permanent personal lock upon ANY Titans Gym locker. If a lock is on any locker for more than 24 hours, it will be cut off. Titans Gym is not responsible for any loss or damage due to the removal of any member locks.

Only Titans Gym Employees are permitted behind the front desk – no exceptions!

Titans is a drug-free area – steroids, alcohol, and other legal/illegal substances will not be tolerated! Members found transporting or selling these substances on or about Titans property will be asked to leave immediately and will be prosecuted to the fullest extent of the law.

If you break it, you bought it – if you damage anything that belongs to Titans Gym, you are responsible for it.

Swipe your card every time you enter! If a member loses his/her card for any reason, a \$5.00 replacement fee will be charged for a new card.

Read your contract and follow it!

These Rules may be amended by Titans Gym from time to time as is necessary for the management of the gym.

PLEASE PRINT CLEARLY

NAME: _____ MEMBERSHIP NUMBER: _____

DATE OF BIRTH: _____ HOME PHONE: _____

ADDRESS: _____
STREET ADDRESS CITY STATE ZIP E-MAIL

STARTING DATE: _____ EXPIRATION DATE: _____ OPEN ENDED _____

EMPLOYER: United Church of Christ, National

I HAVE READ AND UNDERSTAND THE ABOVE AND AGREE TO ALL TERMS SET FORTH IN THIS AGREEMENT:

APPLICANTS SIGNATURE _____

TITANS GYM REP _____