

# Membership Agreement

## *Rockstar Fitness Club*

First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Driver's License # \_\_\_\_\_  
Phone (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_  
Email \_\_\_\_\_  
Current Home Address \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_  
  
Emergency Contact \_\_\_\_\_  
Relationship to Member \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_  
  
Membership Type (Check all that apply): \_\_\_\_ Keycard \_\_\_\_ Personal Training  
Trainer's Name (If Applicable) \_\_\_\_\_

*For the purpose of this document "Membership Agreement", the terms "Fitness Member, Keycard Member, or Member" includes any and all participants and guests of Rockstar Fitness Club, whether participant is a paying member, a prospective member, a guest, or any other person choosing to use this facility, equipment, coaching, and/or instruction.*

### DISCLAIMER OF LIABILITY

Rockstar Fitness Club (referred to as "the Fitness Facility" in this agreement) urges all members to obtain a physical examination from their physician prior to initiating any exercise program. Keycard Members are not supervised by the Fitness Facility staff and at times may be present in the facility when it is completely unattended by others. Keycard Members are responsible for their own safety. In recognition of the possible dangers connected with any physical activity, member(s) hereby knowingly and voluntarily waive(s) any cause of action of any kind whatsoever arising as the result of such activity from which any liability may or could accrue to the Fitness Facility its officers, agents, employees, instructors or assigns and agree to hold the Fitness Facility harmless therefrom.

1. **SEVERABILITY:** If any part of this agreement shall be held invalid, that part shall be deemed excluded from this agreement and the remainder of the agreement shall remain in full force and effect.

2. **NOTICE:** ANY HOLDER OF THIS CONSUMER CREDIT AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

3. **ENTIRE AGREEMENT:** The Member and the Fitness Facility acknowledge that this Agreement constitutes their entire agreement. It cannot be amended except in written form executed by both parties.

4. **JURISDICTION:** To the full extent permissible by law, for purposes of any dispute arising out of this agreement, all parties hereto agree to submit to the sole and exclusive jurisdiction of the State of Florida and to the application of Florida law. Any action hereunder shall be brought in Seminole County, Florida. A condition precedent to any suit or action arising from any dispute between the parties shall be mediation pursuant to Florida Statute.

5. **LENGTH OF AGREEMENT AND FEES:**

a. The Fitness Facility agrees to provide fitness services and Member agrees to accept and pay for said services month beginning on the date of execution of this Agreement. Payments shall be billed by Fitness Facility and paid by Member every 30 days, in monthly installments via automatic debit to Member credit card or debit card held on file by Fitness Facility, in the amount of \$\_\_\_\_\_. The Member will be given 30 day's notice of any increase to membership fees.

b. The Fitness Facility 24hr Keycard Member agrees to pay the **\$25 annual equipment fee** to the Fitness Facility on the anniversary of this Agreement signing.

c. The Fitness Facility 24hr Keycard Member agrees to pay **one-time Enrollment Fee of \$50**. For spouses or significant others signing up together, one Enrollment Fee is waived.

6. **REQUIREMENT FOR AUTOMATIC DEBIT:** The Fitness Facility requires that all Members keep either a valid credit card or debit card on file with Fitness Facility to be used by Fitness Facility in assessing monthly installments of membership fees and any other fees Member may be assessed in accordance with the terms of this agreement.

**7. FITNESS FACILITY CANCELLATION RIGHTS:** The Fitness Facility may cancel this contract at any time, for any reason, without prior notice to Member. If Fitness Facility chooses to exercise this option, it will refund to the Member the full cost of all unused, paid sessions within 30 days of notice of cancellation to the Member.

**8. CANCELLABILITY AND TRANSFERABILITY:** This membership is not negotiable, transferable, or cancelable except as otherwise provided herein. Member may cancel for any reason at any time by providing written notice to Fitness Facility at least 30 days prior to date of cancellation. **Notice of intent to cancel by the Member shall be given in writing with 30 days notice — prior to the next billing day of the month — to the Fitness Facility. “Written notice” is to be provided via email ONLY to [admin@rockstarfitnessclub.com](mailto:admin@rockstarfitnessclub.com). No other forms of notice will be considered “written notice” for the purposes of cancellation of this agreement including notice by text, phone, on paper, via social media, or sent to any other e-mail address.** Upon receipt of Member notice to cancel under this provision, Fitness facility shall immediately assess a cancellation fee, via automatic debit of Member credit card or debit card held on file by Fitness Facility in an amount equaling one months’ installment (\$\_\_\_\_\_). If Member does not have a card on file with Fitness Facility, a personal check or cash for the full amount of the cancellation fees must be submitted to Fitness Facility within three days of cancellation notice for notice to be deemed valid. By signature herein, Member agrees that s/he is responsible for any and all fees due under the terms of this contract, including but not limited to, this cancellation fee, and that if the Fitness Facility must retain collection or legal services to collect any of the fees due and owing by Member under the terms of this contract, that Member shall be responsible for any and all costs incurred by Fitness Facility in its endeavor to collect unpaid Member fees. If Member chooses to cancel this contract under this provision, no refunds will be issued for unused, paid sessions. Such a notice of cancellation from the consumer shall also terminate automatically the consumer’s obligation to any entity to whom the Fitness Facility has surrogated or assigned the consumer’s agreement. If the Fitness Facility wishes to enforce such agreement after receipt of such showing, it may request the department to determine the sufficiency of the showing.

**9. BILLING DISPUTES:** If a Member, in good faith, disputes the accuracy of the installment amounts, the Member prior to commencing a chargeback shall provide written notice stating the reasons why they believe the installment amount charged to their account is incorrect, along with supporting documentation. The Fitness Facility will have 14 business days to respond to the Member. If the Fitness Facility deems that the installment payment was indeed inaccurate it will refund the Member in full the installment amount deducted within

7 business days. In the event the Parties are unable to resolve such dispute, either Party may pursue any remedy available at law or in equity to enforce its rights hereunder. In the event that it is determined or agreed that the Party that is disputing an installment amount, then such Party shall pay interest from and including the original payment due date until, but excluding, the date the disputed amount is received by the owed Party, at the Base Interest Rate.

**10. BUYER'S RIGHTS:**

a. The Member may cancel the Agreement if the Fitness Facility goes out of business and fails to provide equal quality facilities within 30 days at no additional cost within 15 driving miles of the facility's address, upon written notice by the Member. The business location of the Fitness Facility and health studio shall not be deemed out of business when temporarily closed for repair and renovation of the premises:

- i. Upon Sale, for not more than 14 days
- ii. During ownership, for not more than 7 consecutive days and not more than 2 periods of 7 consecutive days in any calendar year.

b. If the Member passes away or becomes physically unable to avail him/herself of a substantial portion of those services which s/he used from the commencement of the contract until the time of disability, a refund of the unused portion of the Agreement will be issued, with refund of funds paid or accepted being an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The physical disability sufficient to warrant cancellation of the contract by the buyer shall be established by a certification of such disability by a physician licensed under Chapter 458, 459, 460, or 461 of the Florida Statute to the extent the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within 30 days after receipt of the notice of cancellation made pursuant to this paragraph.

c. The Member should contact the FDACS within 60 days if the Fitness Facility goes out of business.

**11. SHOULD YOU (THE BUYER) CHOOSE TO PAY FOR MORE THAN ONE MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF MONEY PAID IN THE EVENT THIS HEALTH STUDIO AND/OR BUSINESS LOCATIONS CEASES TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.**

**12. IDENTIFICATION CARDS & KEYS FOR 24HR KEYCARD MEMBERS:** If the Fitness Facility requires the Keycard Member to furnish identification (KEYS) upon entry to the club and as a condition of using the services of the club, the Fitness Facility shall provide the Member with the means of such identification at a cost of \$10. If the Member(s) lose their identification/key(s) there will be a replacement charge of \$10.00.

**13. FOR PERSONAL TRAINING/KEYCARD/GROUP TRAINING:** The Fitness Facility urges all Group participants and Personal Training clients to obtain a physical examination from their physicians prior to initiating any exercise program. In recognition of the possible dangers connected with any physical activity, group and personal training clients hereby knowingly and voluntarily waive(s) any cause of action of any kind whatsoever arising as the result of such activity from which any liability may or could accrue to the Fitness Facility, its officers, agents, employees, instructors, or assigns and agrees to hold the Fitness Facility harmless therefrom.

**14. CANCELLATION OF PERSONAL TRAINING SESSIONS:** Twenty-four (24) hour cancellation notice, by phone or text, is required for canceling any and all individual Sessions. Any and all cancellations with less than twenty-four (24) hours' notice will result in forfeiture of the Session without refund. If Trainer must cancel a Session s/he will do so by phone with at least twenty-four (24) hours' notice.

**15. You, the Member, may cancel this agreement penalty-free within 3 days of the date of signing,** exclusive of holidays and weekends, via the mailing or delivery of written notice to the Fitness Facility. Upon such notice, a refund of all monies paid under the contract will be issued, except that the health studio retain cost of services rendered. This amount will be computed by dividing the monthly payment amount by the number of days in the month of signage, multiplied by the number of days or occasions the health studio has been used.

16. **RULES, REGULATIONS, & LIABILITY WAIVER:** All Members are required to abide by the terms of the Rules, Regulations, & Liability Waiver of the Fitness Facility. These have been provided to Member in the terms of this contract for all intents and purposes.

17. **STATE OF FLORIDA:** By signature herein, the parties agree to be bound by the terms of this contract, which is governed by the laws of the State of Florida.

18. **ENTIRETY OF AGREEMENT:** This Membership Service Agreement and the Rules, Regulations, and Liability Waiver provided to Member separately or together constitute the entire and exclusive agreement between the parties. Any promises, representations, understandings, and/or agreements pertaining directly or indirectly to this agreement which are not contained herein, are hereby waived. Only an instrument in writing may modify this agreement. If any particular provision of this agreement is found to be invalid, the invalidity of said provision shall not affect the validity of other provisions or of this agreement.

**LIABILITY WAIVER & RELEASE:** Member agrees that Member is aware Member is engaging in physical exercise and the use of exercise equipment, facilities, training, and instruction, which could cause injury to Member. Member is voluntarily participating in these activities and assumes all risks of injury that might result. Member's fitness to engage in exercise activities is based upon consent and clearance, after consultation and a complete physical examination, if appropriate, with his or her personal physician, OR Member has waived the opportunity to so consult and accepts full responsibility and consequences of such failure to consult. Member hereby agrees to waive any claims or rights Member might otherwise have to sue the Fitness Facility, its employees or agents for injury on account of these activities or Member's own negligence. Member has carefully read this Liability Waiver & Release and fully understands it is a release of all liability. The Fitness Facility will make NO evaluation or recommendation whether Members or Guests are sufficiently fit for any exercise activities. It always is advisable to consult your physician before undertaking physical activity or a physical exercise program. Member warrants, represents, and agrees that s/he is in good physical condition and that s/he has no disability, impairment, or ailment preventing Member from engaging in active or passive exercise or that will be detrimental or inimical to his or her own health, safety, comfort, or physical condition or that of other s/he does so engage or participate. Member represents that s/he will not use this facility with any open cuts, abrasions, infections, or maladies with the potential of harm to others, or otherwise in accordance with public health requirements. All open wounds must be sufficiently covered to avoid any transfer of potentially harmful bodily fluids. The management of this facility shall have the final determination in this regard. Management's decision is final. Member also acknowledges that this facility does not keep or maintain any lifesaving equipment such as a defibrillator.

**Rules & Regulations:** Member agrees to keep and obey all rules and regulations now in force and/or in the future prescribed by the Fitness Facility. These rules have been promulgated to ensure the safety and comfort of all members, staff, coaches, trainers, and the public. These rules are subject to change at any time. Changes will be posted. **Member understands that the Fitness Facility may revoke Member's rights because of failure to obey these rules and regulations or because of any activity by the Member in using the facilities and services which create a nuisance, safety hazard, disturbs other members, or constitutes an act of moral turpitude or fraud.** The rules and regulations are as follows:

**MEMBERSHIP KEYS:** The Fitness Facility will issue key(s) to all Keycard Members 18+ (Under 18 will require written consent of parent or legal guardian). Keycard Members will have access to the facility 24 hours a day. You may not let anyone use your key. There will be a charge of \$29.95 + tax if your key is used by anyone else. Repeated use of your key by persons other than yourself will result in confiscation of your key and termination of your membership without refund. There is a charge for lost keys of \$10.00.

**Guest Privileges:** The Fitness Facility encourages members to bring friends, relatives, and business associates for a guest visit. The Member must check their guest in by having guests 18 or older sign a Medical and Injury Release Form and pay a guest fee of \$10 before using the facilities (Guests under 18 years of age are only permitted if they are guests of their parent or legal guardian, who has signed the Release Form).

**Conduct:** While in the club, the Fitness Facility does not permit and will not tolerate any inappropriate conduct. Such conduct includes but is not limited to showering together, two people in the bathroom at a time, using loud, abusive, offensive, insulting, or demeaning language, profanity, lewd conduct, or any conduct that harasses or is bothersome to other members or the Fitness Facility employees and/or trainers. Members are also responsible for the conduct of their guests.

**Use of Facilities, Weights, & Other Equipment:** There are specific rules posted regarding the use of the weights and other equipment in the facility. Please replace the weights on the rack after you use them and wipe off any benches after your use. The Fitness Facility provides wipes for you to wipe down and clean the benches after your use. Please, NO slamming of weights or misuse of equipment. Members must use collars/clips on weights and must use mats if placing weights on floor. Members must also use a spotter when using heavy weights.

**Dress Policy:** The Fitness Facility requires you to wear appropriate clothing and footwear while in the facility i.e. gym shorts, T-shirts, jogging, aerobic/sweat outfits, Athletic Footwear. **Open-toed shoes, Crocs, HeyDude shoes, Boots, sandals, Flip Flops, Slides, Slippers, are Strictly NOT permitted to work out in or be on the gym floor. Shirts must be worn at all times.**

**General Policies for Minors:** Children are the parent/member's responsibility. Supervision will not be provided by the Fitness Facility. **Children must remain outside of the workout areas.**

**Prohibited Items and Activities:**

**No Alcohol, Drugs, Smoking, or Vaping:** The Fitness Facility does not permit smoking, vaping, alcohol, or illegal drugs (including steroids) in its facility. Use of the club or engagement in any activity at the Fitness Facility while under the influence of drugs or alcohol is strictly prohibited.

**No Weapons:** No weapons of any kind are permitted on premises.

**Personal Training:** Under no circumstance is any member to train another member for compensation. If it is determined that paid personal training has been conducted on the premises, the trainer and trainee will have their memberships terminated without refund. Under no circumstance is any member allowed to bring in another trainer for the purpose of personal training in the Fitness Facility.

**Additionally:**

1. Shoes, shirts, and appropriate exercise attire must be worn at all times.
2. For the safety of others and yourself, all Members must use care and caution when using equipment including but not limited to not throwing or dropping weights.
3. Members who damage equipment that is the property of the Fitness Facility may be charged for replacement or repair of said damaged property.
4. By signing this agreement, Member is granting Fitness Facility the right to use photos or videos of the Member, voice recordings, statements, or comments. In part or in whole, in any media, to promote its facility, products, or services.
5. Members are responsible for reading and abiding by ALL announcements posted in the facility.
6. The Fitness Facility will not be held responsible for lost or stolen articles. We highly recommend Members leave all valuables at home when coming to the club. Lost and found items may be donated to charity if unclaimed after 30 days. The Fitness Facility cannot guarantee the security of any items left behind by Members.
7. Parental consent is required for all Fitness Facility members under the age of 18 years. By signing this Membership Agreement, the parent or legal guardian of the minor participant agrees to accept full responsibility for ensuring minor adheres to all rules and regulations herein or posted in the facility.
8. All Group Fitness Members MUST sign up for classes at least 24 hours prior to the class.



9. All Members **MUST** be on time to group classes. This means being dressed in your workout attire, stretched, warmed up, and ready to participate at the appointed class time for which you are scheduled.

10. No shows are counted as a Session and will be charged accordingly. Failure to use a service does not entitle Member to a refund, nor a credit applied to any future service.

**I understand and agree to comply in full with the Membership Agreement and its Rules & Regulations**

**Member Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Parent/Guardian Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

“By my signature, I acknowledge that I have read and understand all the Rules, Regulations, and Liability Waiver & Release as stated herein, and agree to accept these terms as written.”

**Witness Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**CLIENTS AGREE TO THE FOLLOWING:**

I acknowledge the existence of risks in connection with fitness assessment and exercise activities, assume such risks, and agree to accept the responsibilities for any injuries sustained by my participation in the course of the prescribed exercise program. I have been advised to seek the advice of a physician prior to initiating any exercise program. By signing below, I accept full responsibility for my health and well-being and acknowledge an understanding that no responsibility is assumed by the leaders of this program.

**Member Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Parent/Guardian Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Witness Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

# PHYSICAL ACTIVITY READINESS QUESTIONNAIRE (PAR-Q)

## Questions Yes No

1. Has your doctor ever said that you have a heart condition and that you should only perform physical activity recommended by a doctor?
  2. Do you feel pain in your chest when you perform physical activity?
  3. In the past month, have you had chest pain when you were not performing any physical activity?
  4. Do you lose your balance because of dizziness or do you ever lose consciousness?
  5. Do you have a bone or joint problem that could be made worse by a change in your physical activity?
  6. Is your doctor currently prescribing any medication for your blood pressure or for a heart condition?
  7. Do you know of any other reason why you should not engage in physical activity?
- If yes, please explain:
- 

**If you have answered “Yes” to one or more of the above questions, we advise you to consult your physician before engaging in physical activity. Tell your physician which questions you answered “Yes” to. After a medical evaluation, seek advice from your physician on what type of activity is suitable for your current condition.**

**Member Signature:** \_\_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Witness Signature:** \_\_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

# Authorization for Credit Card Use

PRINT AND COMPLETE THIS AUTHORIZATION AND RETURN

All information will remain confidential

Name on Card: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
\_\_\_\_\_

Credit Card Type: \_\_\_\_ Visa \_\_\_\_ Mastercard \_\_\_\_ Amex \_\_\_\_ Discover

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

CVV: \_\_\_\_\_ (3 digits located on the back of the card)

Amount to Charge: \$ \_\_\_\_\_ (USD)

Is this charge recurring? **Yes or No**

If yes, is it recurring: **Weekly - Monthly - Yearly**

I provide authorization to charge the amount listed above to the credit card provided herein. I authorize regularly scheduled charges to my credit card. I understand I will be charged the amount indicated above each billing period. A receipt of each payment will be provided to you and the charge will appear on your credit card statement. You agree that no prior notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 3 days prior to the payment being collected. I understand that this authorization will remain in effect until I cancel it in writing and I agree to notify Rockstar Fitness Club in writing of any changes in my account information within 7 days of my next billing period or within 30 days of prior to the next billing date for termination of this authorization. If the above noted payment date falls on a weekend or a holiday, I understand that the payments may be executed on the next business day. I certify that I am an authorized user of this credit card and I will not dispute these scheduled transactions, so long as the transactions correspond to the terms indicated in this authorization form.

## Cardholder — Please Sign and Date

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_