



Lord's Gym of Roseville
 702 Atlantic St.
 Roseville CA 95678
 (916) 773-5673 Gym
 (916) 783-1989 Office

Membership Agreement

TO BE COMPLETED BY LG PERSONNEL ONLY	
Member # _____	Key Tag # _____
100319 Departments/Lord's Gym/LG Roseville Mem Form R4.doc	

1. Primary Member (please print clearly)

First Name _____		Last Name _____	
Home Street Address _____		City _____	State _____ Zip Code _____
Mailing Address (if different than Home Street Address) _____		City _____	State _____ Zip Code _____
Home or Cell Phone _____		Work Phone _____	Email Address _____
Date of Birth _____ / _____ / _____	Age _____	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Emergency Contact Person _____ Emergency Contact Phone _____

2. Youth Section (For Youth memberships, please complete this information if you are under 18 years old.)

Name of Parent or Guardian you live with, (This person must sign your application BEFORE you can be admitted to the gym) First Name _____ Last Name _____	Their work or cell Phone _____
This person is my <input type="checkbox"/> Mother <input type="checkbox"/> Father <input type="checkbox"/> Brother / Sister <input type="checkbox"/> Other Relative <input type="checkbox"/> Foster Parent <input type="checkbox"/> Guardian <input type="checkbox"/> Friend	
Your School _____	Grade _____

3. Membership Type

Youth Adult Family Couple Family Full Group Gold Club

4. Family Section (For Family memberships, list *only* immediate family members living with you)

Name - Only those 14 or older will be issued a membership card	Date of Birth	M/F	Relation to you
1.			
2.			
3.			
4.			
5.			
6.			
7.			

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5. Membership Cost and Initial Payment	
Set-Up Fee	_____
Current Month prorated dues	_____
Next Month Dues	_____
Statement Fee (\$5 / month)	_____
Initial Payment Due today	_____
First Billing Date	_____
Initial Payment Method	
<input type="checkbox"/> Cash <input type="checkbox"/> Check Check # _____	
<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express	
All payments are due on the 1 st of the month. Membership privileges may be suspended until past due amount are paid.	

6. Credit Card /Bank Draft Authorization

I hereby authorize Lord's Gym (LG) to debit the amount of my dues / fees each month from my bank or credit card account number listed below in accordance with the terms and conditions of this membership agreement. Additionally, LG will have the right to apply a "statement fee" to my account for any transactions not debited electronically. I understand that I am in full control of my payment obligations and options. I have read and understand the "Payment Obligations" and "Credit Card /Bank Draft Authorization" sections 14 and 15 on the reverse of this form.

Date of debit will be the 1st of the Month Account to debit: Checking (attach voided check) Visa MasterCard American Express

Name(s) as it appears on bank or credit card account: _____

Credit Card # _____ Exp Date: _____ Security Code: _____

7. Acknowledgement of Waiver of Liability and Release

You acknowledge that you have carefully read the "Waiver and Release" in section 18 on the reverse side of this agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring legal action or assert a claim against Lord's Gym. You voluntarily accept the waiver and release and further agree that no oral or written representation, statement, or inducement apart from this written agreement have been made. You understand that violations of the terms of this agreement may result in loss of membership privileges (without financial refund) at the sole discretion and direction of Lord's Gym staff and that you have received a printed copy of this completed agreement.

Primary Member Initial X _____

As the parent or legal guardian of the above named minor I acknowledge for both myself and the above named minor, that:

- The above named minor has my express permission to participate in all activities and programs available for youth at Lord's Gym.
- We both request that the above named minor be accepted as a member of Lord's Gym.
- We both accept and agree to the above mentioned waiver of liability and release.

If Primary Member is under 18, Parent or Guardian must also Initial X _____

8. Agreement Acceptance

Agreement Term is Month to Month

I have read both sides of this completed application and believe all information contained herein to true and correct. I further understand that this form (front and back) constitutes the entire agreement between me and Lord's Gym and I agree to be bound by all terms, conditions, representations and caveats contained herein.

Primary Member Signature _____ Date of Agreement: _____
 Parent/Guardian or other Member Signature _____ Agreement & Initial Payment was accepted by: _____

9. **Parties** – This agreement is made by and between the Primary Member, (“You” and your parent, legal guardian or other custodial adult if you are under the age of 18), and the Lord’s Gym identified on the front of this form (“LG”) for the purchase of a membership. By signing this agreement you agree to all of its terms. This document contains the entire agreement between you and LG and replaces and supersedes any previous oral or written agreements. You acknowledge that neither LG nor anyone else has made any representations or promises upon which you relied that are not stated in this agreement.
10. **Representations** –
- You agree to abide by LG standards of dress and conduct now in effect or may become effective at any future date.
 - You agree to pay all sums due for membership and other services or programs you subscribe to or enroll in.
 - You give your consent for any photographs or videos, in which you may appear, to be used in any way LG may care to use them, without any compensation or additional notification provide to or for you.
 - Should you violate or default on any of the terms of this agreement LG has the right to revoke, limit, or suspend your membership and discontinue or restrict your privilege of using any and all LG facilities. In such an event you will remain liable for any unpaid balance due to LG.
 - All memberships require final approval of LG Corporate office.
 - It is your sole responsibility to notify LG of any changes in your address, phone number or billing information.
 - Your membership allows you to use only the LG facilities, equipment and services as shown and limited to on the front page of this agreement.
 - LG reserves the right to charge extra fees and or dues for your use of any facility or service not included in this agreement.
 - Your membership does not give you any rights in LG management, property or operations.
 - If at any time LG does not exercise its rights available under this agreement, this does not constitute a waiver of its rights in the future.
 - LG is not obligated to repurchase any memberships.
 - LG reserves the right to sell memberships at different rates and terms than yours.
 - LG reserves the right to change membership prices and or fees for new and or existing members at any time at its sole discretion.
 - If you are under 18 years of age, an adult is required to sign this agreement BEFORE you will be allowed to use any LG facilities.
 - Your Membership Period begins on the date of execution of this agreement.
11. **Liability for Personal Property** – LG is not responsible for any personal property damaged, lost or stolen on, in or around LG premises, including that which arises out of LG negligence. If you cause any damage to LG property, you are liable to LG for the actual cost of repair or replacement.
12. **Registration and Member ID cards** – All members must check in with the front desk staff and present their membership card and workout towel to gain admission to the club. LG requires each member to have a photo taken for your membership record. Upon request, you must show a photo ID to any LG staff member. Once you have received your membership card, you will be required to present it to the front desk staff each time you enter a LG facility. There is a \$3 administrative charge for replacement of membership cards. If you do not have your membership card, LG reserves the right to require you to replace it in order to gain admission to the club. Your membership ID card is not transferrable or shareable. You agree to not let anyone else use your membership card; if you do your membership may be revoked according to section 10.d. above.
13. **Hours of Operation/Availability** - LG may make changes, additions or reductions in operating hours, classes, or equipment at any location without effect on this agreement. If a majority of your Home Club facilities or classes are unavailable to its members for more than 15 consecutive days for any reason except acts of nature or other events beyond the control of LG, upon your written request, LG will extend your paid membership for the same period of time the facilities were unavailable and for which you have paid dues or fees. LG will strive to provide, at a minimum, the following hours of operation at its facilities; Mon-Fri 8:00am to 6:00pm and the following services; use of cardiovascular and weight resistance machines and scheduled personal training sessions.
14. **Payment Obligations** – You agree to pay the dues and fees designated on the front side of this agreement. Whether you use the facilities or not, you are liable for your monthly dues and or fees. The Primary member is responsible for paying all dues and fees. You are responsible for your monthly payment, and LG will apply a \$5 statement fee for any dues transaction that does not debit electronically. Should default occur on monthly installments of any membership, the entire past due balance owed becomes immediately due and payable. Should you default in your payment obligation, you agree to pay all cost of late fees and collections, including court costs and attorney's fees.
15. **Credit Card /Bank Draft (EFT) Authorization** – LG will draft monthly dues and fees from your credit card or bank account as authorized on the front side of this form. A \$25.00 administrative charge will be levied to your account for any declined credit card payments or rejected EFTs. LG may draft for any unpaid balances, including returned/rejected fees, late fees and monthly dues until your membership account is brought current. You are responsible for notifying your bank and LG of any error that appears on your bank or credit card statement in a timely manner. LG must receive written proof that LG was in error for any EFT which you claim should not have been deducted in order for you to receive any reimbursement. You are in full control of these payments and if you decide to discontinue your current method of payment you must notify Lord's Gym at 702 Atlantic Street, Roseville CA 95678 a minimum of 15 days prior to the next membership payment due date to allow LG enough time for processing.
16. **Membership Definitions** –
- Youth Membership** - Youth members are defined as persons under the age of 18. The monthly membership fee for a member enrolled as a Youth, will automatically increase to \$15 (or the then current Adult membership price) effective on the first billing cycle following their 18th birthday.
- Adult Membership** - Adult members are defined as persons 18 years of age or older.
- Family Memberships** -
- The “Family Full” membership is defined as a family size not greater than 7 persons total, with no more than 2 adults and no more than 6 youth, all in the same immediate family and all residing at the same physical address.
 - The “Family Couple” membership is defined as a Husband and Wife residing at the same physical address.
 - In all Family memberships an Adult Primary member is required to remain on the account to fulfill the contracted obligations until the appropriate cancellation procedures have been completed.
- Group Memberships** - Group memberships have a single billable responsible party (usually an organization or business entity) covering multiple users. Monthly prices, number of members covered, facilities available and usage times are negotiated on a case by case basis.
- Gold Club Memberships** - Gold Club memberships have no monthly membership fee. Each prospective Gold Club membership can be approved only by the corporate office. Any Gold Club membership may be cancelled by LG at any time, without prior notice, at its sole decision and discretion.
17. **Member initiated Cancellation Policies and procedures for ALL Memberships** – You, the buyer, may cancel this agreement at any time prior to midnight of the fifth business day of the Lord’s Gym after the date of this agreement, excluding Sundays and holidays, and receive a full refund of all fees paid to secure this agreement. To cancel any and all agreements please mail or deliver a signed and dated notice, or send a telegram which states that you, the Primary member are cancelling this agreement, or words of similar effect. You may cancel your membership by giving such notice to LG at least 30 days before your next membership due date. Your membership will not be cancelled until all outstanding account balances have been paid in full. The cancellation notice must be sent or delivered to **Lord’s Gym, 702 Atlantic Street, Roseville CA 95678.**
18. **Waiver of Liability and Release**
- You (the Primary Member, each “add-on” member, your guests, personal representatives, family members, heirs, executors, agents, administrators and assigns) agree that engaging in any physical exercise or activity involves risk of injury or damage to yourself or your property. You further agree that if you engage in any physical exercise, or use any LG facility, activity, program, class, personal training or any of its related entities, you do so at your own risk and you assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property. Your assumption of risk includes, without limitations, your use of LG’s exercise equipment (mechanical or otherwise), lockers, exercise rooms, computer lab, lobby area, basketball courts, skating rinks, video games, snack bars, pool tables, vending machines or any other area or equipment, your participation in any activity, class, program, instruction, or LG sponsored event, whether on or off LG premises. You agree that you are voluntarily participating in the aforementioned activities and use of LG facilities and premises.

By execution of this agreement, you hereby agree to release and discharge LG, it’s owners, agents, employees, volunteers, representatives, affiliates, successors, assigns and insurers, and agree to defend, indemnify and hold them harmless of and for any and all claims, demands, actions, or cause of action from injury, damage, or loss to person or property asserted by or accruing in your favor and for any cost LG may incur due to your presence at the LG facilities. You further expressly agree that the forgoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.