

## Twisted Fitness 24 Hour Membership Agreement

Name \_\_\_\_\_  
please print

Address \_\_\_\_\_

Phone \_\_\_\_\_ e-mail \_\_\_\_\_

### 1.) Compliance with Rules.

I understand and agree that my 24 hour Twisted Fitness membership is a special membership based on trust and is a privilege, which can be taken away immediately by the fitness center manager for a violation of rules. As a 24 Hour Twisted Fitness member I agree to abide by all Twisted Fitness Center membership rules and 24 hour membership rules which will be posted at the facility or the Website and may be amended from time to time in the sole discretion of Twisted Fitness. A full copy of the current rules for the fitness center is attached. The additional rules below apply to a 24 Hour membership:

- No guests can attend with you except during staffed hours and then only if the guest has signed a liability waiver before using the Twisted Fitness.
- **Only one 24 hour member may enter the Fitness Center front door at a time. Every member that enters the Fitness Center after staffed hours must register their entry by swiping their personal 24 hour membership card.**
- Card sharing is strictly prohibited and will result in immediate loss of membership. Card sharing is viewed by ownership as stealing services from Twisted Fitness and from Twisted Fitness members as this action could cause a price increase for all members.
- **24 Hour members under the age of 18 must be accompanied by a parent or guardian during non-staffed hours.** \_\_\_\_\_

I agree that improper unauthorized use of the facility may result in member suspension or cancellation. I agree not to let anyone use my card for any reason, and I agree to report any situation that appears to be card sharing to the manager. I understand that one act of card sharing will result in immediate membership suspension or termination. Twisted Fitness reserves the right to suspend or cancel the rights, privileges and membership of any member whose actions are detrimental to the use, safety, and enjoyment of the facilities.

***Initial your acceptance to abide by the Twisted Fitness Center rules and special rules for the 24 hour membership here*** \_\_\_\_\_

4.) **No supervision.** I understand that I am purchasing a 24 Hour Membership at a facility that allows access at any time. As such, I am aware that there will be no supervision or assistance except during staffed hours. Staffed hours may change at the sole discretion of Twisted Fitness. I am aware that if I get injured, become unconscious, suffer a stroke or heart attack or any other medical emergency or event that there will likely be no one to respond to my emergency and that Twisted Fitness has no duty to provide assistance to me while I am at the fitness center. I understand that even though Twisted Fitness is equipped with surveillance cameras, help will not be available during non-staffed hours. ***Initial your acceptance of this Section 4 of the agreement regarding "no supervision."*** \_\_\_\_\_

5.) **Acknowledgement of Risk and Waiver of Liability.** I voluntarily assume the risk of injury, accident, death, loss, cost or damage to my person or property which might arise from my use of Twisted Fitness, and I agree to hold harmless and release the Twisted Fitness and all affiliated corporations, and its officers, directors, board members, agents, employees, representatives, executors, and all others from any and all liability. I also release all of those mentioned and any others acting on their behalf from any responsibility or liability for any injury or damage to myself including those caused by the negligent act or omission of any of those mentioned or

others acting on their behalf or in any way arising out of or connected with my participation in any activities or the use of any equipment at Twisted Fitness. ***Initial your acceptance of the release of liability waiver as stated above in Section 5 of the agreement.*** \_\_\_\_\_

**6.) Cleared for exercise.** I certify that I am in good physical health and I am able to undertake and engage in the range of physical activities in which I choose to participate at Twisted Fitness. I assume all responsibility for updating the facility with respect to any changes in my physical or mental condition and for reporting all injuries sustained at the facility to the fitness center staff. I understand and am aware that strength, flexibility, aerobic and anaerobic exercise, including the use of any equipment, is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment with knowledge of all the dangers involved. I do hereby agree to expressly assume and accept any and all risks of injury or death either accidental or otherwise. This waiver, release and indemnification agreement includes, without limitation, all injuries which may occur as a result of (a) my use of all amenities and equipment in the facility and my participation in any class, activity or personal training, (b) sudden unforeseen malfunctioning of any equipment and (c) my slipping or falling while in the facility, on the facility premises, including adjacent sidewalks and parking areas. I acknowledge that I have carefully read this waiver, release and indemnification agreement described in Section 5 and 6 and fully understand that it is a full and complete release of all liability.

***Initial your acceptance of your certification that you are able to engage in exercise and your Acknowledgment of Risk and Waiver of Liability.*** \_\_\_\_\_

**7.) General.** This contract represents the complete understanding between you and Twisted Fitness. No representations, written or oral, other than those contained in this contract are authorized or binding upon Twisted Fitness. Should any part of this agreement due to legal or other regulatory changes become unenforceable, the remaining provisions within this agreement not impacted by such change shall remain in full force as originally written. You agree to promptly update Twisted Fitness of any changes of address, phone, e-mail address and/or bank account/credit card information.

**8.) Staffed Hours: Monday - Friday 5:30am - 8:30pm & Saturday - Sunday 7am - 1pm  
Non-Staffed Hours: 8:30pm - 5:30am & Saturday-Sunday 1pm-7am. No use of the locker rooms, fitness class room & racquetball court during non-staffed hours.** \_\_\_\_\_

**I certify that I have read and understand all of the terms of the Twisted Fitness agreement and agree to abide by all of the terms of this agreement.**

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

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

If under 18, parents or guardian signature is required.

Print names(s) of child(ren) in program:

\_\_\_\_\_

Print name of co-applicant /parent: \_\_\_\_\_

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

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