



**872 E MICHIGAN AVENUE
MARSHALL, MI 49068
269-781-0136**

Last Name: _____
Key Fob: _____
Payment Due: __4th __18th __pd in full

MEMBERSHIP AGREEMENT

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580. You, the buyer, are entitled to a copy of this contract at the time you sign it.

Any holder of this consumer credit contract is subject to all claims and defenses which the buyer/member could assert against STAR FITNESS INC. as a result of this contract. Recovery by the buyer/member shall not exceed the total amount paid by the buyer/member to STAR FITNESS INC. pursuant to this contract. You the buyer may cancel this agreement by midnight of STAR FITNESS INC.'s third business day after the date of this agreement, and such cancellation must be in writing to STAR FITNESS INC.

DEFAULT AND LATE PAYMENT: I understand that I have signed a contract/note which may be purchased by a financial institution. My failure to regularly attend and utilize center facilities does not relieve me of my obligations, regardless of the circumstances, to pay the installment note in full. I understand that, except as herein provided, my membership is absolutely non-cancelable and non-refundable. Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs, and attorney's fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. **EARLY TERMINATION FEE:** If membership is terminated prior to expiration date by the member, member agrees to pay the difference between the one month rate and their respective contract rate for time as a member. *Example:* If member terminates contract 5 1/2 months into 12 month membership, six months of membership at the one month rate will be due at termination less prior payments made by member.

FITNESS WAIVER & RELEASE FORM and GYM ETIQUETTE: See Back Page

MEMBER or PARENT/GUARDIAN SIGNATURE (Acknowledging Agreement & Waiver): _____
DATE: _____

MEMBER INFORMATION:

NAME: _____ DOB: _____

CURRENT MAILING ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

PERMANENT ADDRESS if different from above _____ CITY _____ STATE _____ ZIP CODE _____

TELEPHONE: _____

Driver's License Number: _____

EMAIL: _____

EMERGENCY CONTACT: _____

Exp. Date: _____

EMERGENCY CONTACT TELEPHONE: _____

Other members who are covered under this contract

NAME	DATE OF BIRTH	ADDRESS IF DIFFERENT THAN ABOVE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

MEMBERSHIP & PAYMENT DETAILS (Completed by Staff):

TYPE OF MEMBERSHIP: _____ PRICE OF MEMBERSHIP: _____

Your Membership begins on ____ / ____ / ____ and expires on ____ / ____ / ____

PAYMENT INFORMATION:

I, _____, authorize my bank to make my payment by the method indicated below and post it to my account.

Account Number: _____ Exp. Date: _____ Three Digit Code _____

VISA MASTERCARD DISCOVER CHECK # _____ CASH _____

\$ _____ Today's Payment Amount # of Payments \$ _____ per Month Payments Begin: _____

ACCOUNT HOLDER'S SIGNATURE: _____ DATE: _____

FITNESS WAIVER & RELEASE FORM

I understand that there is a certain amount of risk associated with any physical activity, and both benefits and risks associated with any exercise program, and hold STAR FITNESS INC. and its employees harmless for my activities. If applicable, I have obtained medical clearances needed to use the equipment and/or start an exercise routine. I agree that if I engage in any physical exercise or activity, or use any STAR FITNESS INC. equipment on the premises, I do so entirely at my own risk. I agree that I am voluntarily participating in these activities and the use of these facilities and premises. I assume all risks of injury, illness, or death. In addition, STAR FITNESS INC. is not responsible for any loss of my personal property. This waiver and release of liability includes, without limitation, all injuries that may occur as a result of: (a) my use of all amenities and equipment in the facility and my participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment and (c) our instruction, training, and supervision. I acknowledge that I have carefully read this "Waiver and Release" and fully understand that it is a release of liability. I expressly release and discharge STAR FITNESS

INC., and all employees, agents, representatives, successors, or assigns, from any and all claims or causes of action, and I agree to voluntarily give up or waive any right that I may otherwise have to bring a legal action against STAR FITNESS INC. or its employees for personal injury or property damage.

If Applicant is under 18 years of age, Signature of Parent or Guardian:

I hereby consent to my child's participation as described above. I acknowledge that I have carefully read this "Waiver and Release" and fully understand that it is a release of liability. On behalf of myself and my child, I expressly release and discharge STAR FITNESS INC., and all employees, agents, representatives, successors, or assigns, from any and all claims or causes of action, and I agree to voluntarily give up or waive any right that my child or I may otherwise have to bring a legal action against STAR FITNESS INC. or its employees for personal injury or property damage.

STAR FITNESS RULES & CLUB ETIQUETTE

- **Clean machine seats/pads after use with sanitizer provided by the fitness center.**
- **Put weights (plate, dumbbells, etc.) back where they belong when you are finished with them.**
- **Don't misuse equipment.**
- **Don't drop dumbbells or weights.**
- **Be courteous and respectful to others and mindful of your language.**
- **Do not sneak anyone in the facility during or after staff hours. Do not let anyone in the door if their key fob is not working, we will take care of the situation the next business day.**
- **Please recycle empty plastics in black containers.**
- **Throw your garbage away in trash containers.**
- **Use locker room to store personal belongings. Please do not use the table or other areas of the fitness center to place your bags, shirts, etc.**
- **You may place locks on lockers during your workout session; however, please remove locks when you leave the fitness center.**
- **During inclement weather, bring a change of shoes so you do not wear wet/muddy shoes in the fitness areas.**
- **All children 12 and under need to be supervised by their parent/guardian. Please do not allow your small children to play on the equipment or be in the equipment areas without supervision.**