

**NPC Wellness
MEMBERSHIP AGREEMENT**

Member's Name: _____

Address: _____

Phone Number: _____

Cell: _____

Date of Birth: _____

This Membership Agreement between Member, listed in section 1, above, and NPC Wellness (the "Gym") is on an annual basis at the initial dues rate of 1200 per year payable in advance. The Gym may change membership dues under this Agreement by posting notice of such change in the Gym at least 30 days in advance of such change.

Member agrees to keep and obey all rules and regulations now in force or in the future prescribed by the Gym, for the use of the Gym training facilities, premises, and equipment therein, and the Gym reserves the right to revoke this membership for cause if Member fails to keep and obey any of such rules and regulations, or for reasons of nuisance, disturbance or other members or staff, moral turpitude or fraud. Without limiting Member's obligation to obey the rules and regulations of the Gym presently in force or in the future prescribed, Member agrees that he will obey the following rules by:

- a. Always considering other members' rights and privileges while he/she is training;
- b. Always following directions on the proper use of the equipment and asking for directions when necessary
- c. Never banging dumbbells together when doing flies or other exercises;
- d. Never dropping dumbbells or barbells on the floor
- e. Always disposing of trash in the proper places;
- f. Always treating members and staff with fullest respect and courtesy at all times;
- g. Always accepting fullest responsibility for any damage done to equipment due to misuse of the equipment.

Without limiting the Gym's ability to terminate this membership for cause, the Gym may terminate this membership for any reason at the end of any given month. If the Gym elects to so terminate, the Gym will refund a pro rata portion of any dues applicable to future month(s).

It is expressly understood and agreed that this contract is not assignable or transferrable by Member and no rights or privileges granted by this membership can be transferred or assigned by Member.

It is further agreed that all exercises including the use of weights, number of repetitions, and use of any and all machinery, equipment, and apparatus designed for exercising and the use of the Gym's premises and facilities shall be at the Member's sole risk. Notwithstanding any consultation on exercise programs which may be provided by Gym employees or agents, it is hereby understood that the selection of exercise programs, methods and types of equipment shall be Member's entire responsibility, and the Gym shall not be liable to Member or Member's family for any claims, demands, injuries, damages, or actions arising due to injury to Member's person or property arising out of or in connection with the use by Member of the services and facilities of the Gym or the premises where the same is located.

If Member brings any personal property onto the premises of the Gym or onto the Gym's parking area, Member takes such action at Member's sole risk. It is hereby understood that the Gym is not responsible in any way for damage to or loss of any personal property which Member brings onto the premises of the Gym or onto the Gym's parking area, including but not limited to, losses due to theft, damage, or car accident. Member hereby holds the Gym, its successors, assigns, owners, officers, directors, employees, and agents harmless from all claims which may be brought against them by Member, on Member's behalf, by Member's family, and Member's executors, administrators, and personal representatives for any such injuries or claims aforesaid and Member for himself and on behalf of his family, executors, administrators, and personal representatives does hereby forever release and discharge the Gym, its successors, assigns, owners, officers, directors, employees, and agents from all claims, demands, injuries, damages, actions, losses and expenses. This section will survive any cancellation of this Agreement.

NOTICE TO PURCHASER: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT OR IF IT CONTAINS BLANK SPACES.

IF YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER OF THIS GYM, YOU MAY CANCEL THIS CONTRACT BY MAILING TO THE GYM A NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE WRITTEN NOTICE MUST BE MAILED TO

1112 Goodlette Road, Suite 201, Naples FL 34102

MEMBER ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS AGREEMENT EXECUTED BY BOTH GYM AND MEMBER AND ACKNOWLEDGES THE AGREEMENT TERMS.

Signed by Member _____

NPC Wellness Representative _____

Print Name _____

Print Name _____

Date / /

Date / /