

## **HEALTH ATTESTATION**

The Member attests that they are fully able to participate in an exercise regimen of their design or choosing without undue risk.

## **GYM MEMBERSHIP DUES**

The Member agrees to pay either monthly or annual dues, indicated by selecting an option in the table below. These dues may be paid by automatic debit or credit card transaction or in-person via debit, credit, or cash.

- \$20.00 per month No Contract
- \$200.00 for Annual Membership
- \$100.00 for Semi - Annual Membership
- \$15.00 for Public Servants (Teachers, Military, Police, Firefighter only)
- \$15.00 for 17 & Under.

## **Bank Card Direct Debit Payments**

On selecting the Pay Monthly membership option, members will be required to pay the associated registration fee and the 1st month membership fee in advance. Members are required to agree to the normal terms and conditions of payment.

This is a recurring monthly charge. Membership Fees will be debited from the members account, using their given bank debit/credit card, on or around their join date each month, for the minimum 1 month term from the term start date. Members can cancel their agreement and stop payments at any time, by simply logging in to their Member Area online and pressing the "Cancel" button.

Members are required to keep their account in funds to meet these payments. In the event of the failure to pay the monthly membership fee, missed payments will be re-submitted for payment by Excel Physical Therapy and Wellness Center, LLC. Excel Physical Therapy and Wellness Center, LLC reserves the right to cancel membership if payment is not received. Access to the facility will be denied until said payment is received and if payment is not received, and cancellation occurs, the registration fee becomes applicable again on re-joining.

These arrears of fees must be paid by Credit or Debit card online using the Member Area.

Failure to meet direct debit fee – In the event of the failure to pay the monthly direct debit fee you will firstly be notified that your membership has been temporarily stopped until the balance is paid.

## **PERSONAL TRAINING**

Personal training and fitness classes are offered by the gym, but are not included in the member's membership dues. **Excel PT and Wellness** reserves the right to demand additional fees for any personal or group training that the Member chooses to participate in.

### **Disclaimer Of Liability For Legal Declarations**

If any provisions of these terms and conditions are found to be illegal, outdated, less legally preferable in a legal action or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect. We refuse to accept liability for parties who do not make us openly aware of faults and later deny such observations in legal action – Access our website at your own, sole risk and liability without exception.

These terms shall be governed by and interpreted in accordance with the laws of the United States of America.

## **GYM RULES AND PARTICIPATION**

The Member hereby agrees to abide by all posted safety guidelines and regulations while using **Excel PT and Wellness** facilities and equipment.

Additionally, the Member agrees to dress and conduct themselves in a manner deemed appropriate for a fitness facility.

The Member shall not consume drugs, alcohol, or tobacco products on **Excel PT and Wellness** property.

The Member agrees not to photograph or videotape on **Excel PT and Wellness** property.

**Excel PT and Wellness** reserves the right to revoke the Member's access if these terms are violated.

## **MEMBERSHIP AND REFUND POLICY**

All memberships are Non-Transferable & Non-Refundable.

All members must be over 16 to avail of facilities and services provided at Stafford Fitness.

Excel PT and Wellness is a private members club and the management reserve the right to refuse membership to any individual without cause. References may be required on a case by case basis and Garda checks will also be run on a case by case basis.

Failure to pass a Garda check will result in membership termination and the refusal of entry again.

Membership may be renewed on payment of the prevailing fee and in accordance with the terms and conditions then in force.

By joining the club, members automatically accept and agree to be bound by these conditions of membership.

The club may withdraw use of all or part of the club for the purpose of undertaking maintenance work or any other work considered necessary for a maximum period of seven working days.

## **GYM MEMBERSHIP CANCELLATION**

This gym membership may be cancelled by providing written notice, in person, at **Excel PT and Wellness**. If the Member must cancel this gym membership contract due to military service or relocation to an area more than 25 miles from a **Excel PT and Wellness** facility, the Member may cancel without paying the cancellation fee.

## **ACCEPTANCE**

The below signed parties hereby enter into this gym membership contract with one another in acknowledgement and acceptance of the terms listed above.

Excel PT and Wellness

**Signed By:** \_\_\_\_\_