

Membership Policy Agreement

Membership Policies For:

Gray Physical Therapy Center, dba, The Fitness Center at Gray Physical Therapy, here in referred to as The Fitness Center.

All members and guests must sign the Waiver of Release and Assumption of Risk Agreement form for The Fitness Center, prior to using the facility. The use of the membership implies understanding and acceptance of these policies and best practices.

Memberships are non-transferable: Use of another person's membership card is prohibited and may result in the termination of membership for all parties involved.

Cancellation Policy: The Fitness Center does not charge any annual fees. However, if you wish to cancel your monthly EFT membership prior to the annual anniversary of your membership, a \$50 early cancellation fee will be applied if you choose to cancel your membership after 90 days from your initial sign-up date.

Payments: If for any reason a payment is returned to us for insufficient funds, an expired or closed account, or any other reason, you will be assessed a \$25 service fee. Any financial co-signer agrees to promise to pay any financial obligation that the member does not pay for any reason and acknowledge that the banking information is correct. I, (the co-signer), also agree to defend and indemnify The Fitness Center to the fullest extent permitted by the law for any claim brought against The Fitness Center by the member.

TERM AGREEMENTS shall not exceed 12 months and are subject to change at the discretion of The Fitness Center.

All new members will be required to complete a new member orientation with The Fitness Center staff prior to use of the facility.

Best Practices

As a courtesy to others, we ask that members refrain from perfumes/colognes- they may aggravate asthmatic conditions and other respiratory illnesses/sensitivities.

Please Remember Smoking is Prohibited at The Fitness Center and the surrounding campus grounds.

Please be advised; security cameras are installed for the protection of the facility.

CODE OF CONDUCT: Members and guests are required to respect the rights of others, use appropriate language, conduct themselves in a positive manner, speak to others in a respectful tone and comply with the facility rules. The Fitness Center reserves the right to revoke privileges for any rule violation.

LOITERING on equipment is not allowed (i.e. sitting on a bench while shuffling through music). Patrons are to get up between sets if anyone else seems eager to use that piece of equipment. Cleaning of equipment is mandatory.

MINORS under 18 who are part of a family membership **MUST** be accompanied by an adult 18 years or older during all hours of operation of the Fitness Center.

Special conditions for 16–17-year-olds: A minor of the age 16-17 years old that are on a family membership, after receiving new member orientation, will be permitted to use the facility during **staffed hours** without being accompanied by an adult member. However, both the minor and the parent/guardian must agree to this.

We do not permit guests under the age of 18 to sign-up as a primary member.

FOOD AND DRINK: Water is the only beverage allowed in The Fitness Center. Glass containers and food are prohibited.

DRESS CODE: In keeping with our goal for creating a welcoming, safe, and fun environment, and to address sanitary concerns, the Fitness Center requires that all attire includes appropriate coverage of the body. Clean, closed-toed shoes must be worn throughout the gym area. Open toed shoes are permitted **only** for medical or foot health needs. Please do not wear your outside shoes into The Fitness Center. We ask that you bring shoes to change in to.

CELL PHONE use for calls is restricted to the foyer at the entrance of The Fitness Center. Photos/video may not be taken without The Fitness Center staff permission. Please use personal headphones for music and other audio aspect of phone use. Phones are NOT to be used in the changing room/shower/restroom areas.

LOST AND STOLEN ITEMS are not the responsibility of The Fitness Center. Please keep all valuables locked in your vehicle or in a day-use locker.

The Fitness Center Hours

Monday to Friday: 5am to 8pm (staffed 8 AM-6 PM)

Saturday & Sunday 6am to 6pm (unstaffed)

Normal hours will be in place during the following holidays without staff on duty: New Year's Eve (part day), New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, and Christmas Day.

There are unstaffed hours throughout the facility open hours. Accessibility to The Fitness Center will be by key fob entry. Fobs are issued at the time of membership activation.

Lost/Stolen Key Fob: Please report a lost or stolen key fob as soon as possible. There is a \$5.00 replacement fee for a new key fob.

All policies, procedures, and best practices are subject to change at any time without notice.

The Fitness Center

Application Form

Name: _____

Date of Birth: _____

Gender: _____

Mailing Address: _____

City: _____

Zip: _____

Phone: _____

Email: _____

Emergency Contact: _____

Phone: _____

Relationship: _____

Policy Acknowledgement

I agree to abide by all policies listed in The Fitness Center's Membership Policy Agreement, Orientation, all posted signs, and any addendums in their entirety.

Signature: _____

Date: _____

Witness (staff member): _____

Waiver of RELEASE AND ASSUMPTION OF RISK AGREEMENT

I, _____, of _____, having been born on _____, acknowledge, declare and agree to all Policies and Best Practices contained within this document.

1. That I have voluntarily agreed to utilize the facility and equipment, as well as participate in the programs of The Fitness Center, from the date listed below and for the entirety of my participation at The Fitness Center. In consideration of being permitted to participate at The Fitness Center, I do voluntarily execute this "Waiver of Release and Assumption of Risk" on behalf of myself, my heirs and next of kin, my personal representatives, and my estate.

2. That I have been fully informed of the nature, scope and risks of membership and participation at The Fitness Center. I understand that The Fitness Center may include activities which could be dangerous to me and other participants and which could cause property damage, bodily injury and/or death.

3. That The Fitness Center has informed me that there may be dangers and hazards inherent to participants at the Center because of the activities involved. I personally recognize and appreciate that such dangers and hazards exist. I accept and assume full responsibility for all harm and injury, of every nature, including death, which may occur to me or which I may suffer or cause to others, and for all damages or loss to any personal property owned by me or damaged by me, while I am participating at The Fitness Center and, in furtherance thereof, I agree to indemnify, hold harmless and release The Fitness Center, its Trustees, employees, volunteers and agents, from and against any and all claims, demands, actions or causes of action, on account of damage or loss to my personal property, my personal injury or death, or the bodily injury, death or damage to personal property of others caused by me, which may occur or result directly or indirectly from my participation at The Fitness Center including but not limited to, any and all claims, damages, demands, actions or causes resulting from the negligence of The Fitness Center, agents, employees or volunteers.

4. I declare that I am able to physically withstand and cope with the indicated rigors involved with participation at The Fitness Center with or without a reasonable accommodation. If an accommodation is needed, I will alert a member of staff at The Fitness Center.

5. This "Waiver of Release and Assumption of Risk" agreement shall be subject to the laws of the State of Maine. If any portion of this form is held invalid, void, unenforceable, or illegal, the remainder shall continue in full force and effect.

This contract is effective upon signing and cannot be cancelled by Buyer or refunded, except as provided herein, or as otherwise permitted by law. Buyer understands that failure to regularly attend The Fitness Center does not relieve Buyer of buyer's obligation to pay this contract in full. You are entitled to a copy of this contract at the time you sign it. I declare that I completely understand and have fully informed myself of the terms and conditions of this "Waiver of Release and Assumption of Risk" by having read it, or having it read to me, and have had the opportunity to ask questions before signing it.

Signature of Participant: _____

Minors

I, _____, the parent or legal guardian of _____, consent to my child participating in the Program and agree, in consideration of my child being permitted to participate in the Program, to be bound by the terms of this Release and Assumption of Risk and hereby indemnify, hold harmless and release The Fitness Center employees, volunteers and agents, in the same manner and with the same force and effect as set forth in section 3 above with regard to my child participating in the Program.

Signature of Parent or Guardian: _____, Date: _____

The Fitness Center

Membership Rates (Effective Jan 1, 2022)

INDIVIDUAL

- Monthly \$35.00 EFT (electronic funds transfer, one year commitment)
- 3-Months \$90.00
- Semi-Annual \$170.00
- Annual \$320.00

INDIVIDUAL W/SPOUSE/PARTNER

- Monthly \$65.00 EFT (electronic funds transfer, one year commitment)
- 3-Months \$170.00
- Semi-Annual \$330.00
- Annual \$575.00

FAMILY (up to 4 within household)

- Monthly \$100.00 EFT (electronic funds transfer, one year commitment)
- 3-Months \$250.00
- Semi-Annual \$475.00
- Annual \$875.00

FAMILY (5+ people within household)

- Monthly \$150.00 (electronic funds transfer, one year commitment)
- 3-Months \$390.00
- Semi-annual \$720.00
- One year \$1320.00

Punch-card Plan

\$60 for 6 visits + \$5 FOB fee

One Day Pass

\$10 (weekdays from 8am-5pm only)

Senior Discount

Individual & member plus spouse plan over 65 10% off

Personal Training

- Per session \$40.00
- Pre-pay 3 sessions \$110.00
- Pre-pay 6 sessions \$220.00

Transitions (after physical therapy) Program

- 8 sessions group setting \$80.00
- Individual sessions \$25.00 per session or \$160.00 for 8 sessions