

PARKWEST | FITNESS

PARKWEST FITNESS APPLICATION AND MEMBERSHIP AGREEMENT

MONTH TO MONTH

(the "Agreement")

I/We desire to become members of the facility operated by Parkwest Fitness ("Parkwest") and hereby agree as follows:

MEMBER DETAILS

1. _____
Member Name (First, Last) _____ Date of Birth _____ Sex (M/F) _____
2. _____
Member Name (First, Last) _____ Date of Birth _____ Sex (M/F) _____

Children's Name _____ Date of Birth _____
Children's Name _____ Date of Birth _____
Children's Name _____ Date of Birth _____

Member(s) Mailing Address: _____
(Street, Apt./Unit No. (if applicable), City, State, Zip Code)

Telephone: _____ Email: _____
Emergency Contact Name: _____ Emergency Contact Phone: _____

MEMBERSHIP DETAILS AND PAYMENT AUTHORIZATION AGREEMENT

Membership Type	Month to Month ONLY	Base / Full Service	Monthly Membership Fee
Single			\$
Couple			\$
Family			\$
Other:			\$

Month to month memberships automatically renew unless cancelled by member on-line or in writing to Parkwest Fitness **three days prior to next payment due**. If not cancelled three days prior to payment being withdrawn, member **WILL NOT** be refunded the payment. I agree to pay Parkwest the Monthly Membership Fee stated above each month until cancelled. I agree that the Monthly Membership Fee (plus applicable tax) will be withdrawn from the following account on the _____ day of each month beginning on _____:

Account:

Name (as it appears on the credit card) _____ Card Type (Visa, Etc.) _____ Expiration Date _____

Card Number _____ Security Code (3 digits on back) _____

Billing Address if different from address above

I understand that the amount withdrawn each month for payment of the Monthly Membership Fee (plus applicable tax) may change upon renewal of this Agreement. I understand and agree that my account will be charged and billed with any fees for programs and services that are not included within the Monthly Membership Fee. In the event Parkwest is unable to collect a payment electronically, I will be notified and I agree that I must make payment by other means within ten (10) days of notification. **I agree that if a payment is declined, a \$25.00 fee will be applied to my account and shall be due and payable on demand.**

Member Signature

Date

1330 Win Hentschel Blvd West Lafayette, IN 47906
parkwestfitnessWL@gmail.com
www.WestparkFitnessWL.com
765-464-3435

COMMENCEMENT OF MEMBERSHIP. Member's membership at Parkwest shall begin immediately upon the Member fully completing, signing, and returning this Agreement to Parkwest.

TRANSFER OF MEMBERSHIP. Except as otherwise provided herein, this membership may not be sold or transferred by Member to another person or party.

MONTH TO MONTH MEMBERSHIP Month to month memberships automatically renew unless cancelled by member on-line or in writing to Parkwest Fitness three days prior to next payment due. If not cancelled three days prior to payment being withdrawn member will not be refunded the payment.

ASSIGNMENT. Parkwest may assign this Agreement and/or all or a part of its rights hereunder to a third party for the collection or processing of payments due hereunder.

USE OF FACILITIES BY MEMBERS. Facilities, equipment, hours, services, rules, regulations, and policies are subject to change without notice at the sole discretion of Parkwest and Member agrees to accept such change(s) as condition for receiving this membership.

LOST MEMBERSHIP CARD. There is a five dollar (\$5.00) charge to cover cost of replacing a membership card.

LOST OR STOLEN ARTICLES. It is Member's sole responsibility to provide a padlock and to lock all personal property. All locks must be removed from the lockers daily. All locks not removed will be cut off. Parkwest, its officers, shareholders, directors, agents, and employees shall not be responsible for lost or stolen articles, clothing or any other personal property.

UNPAID BALANCES. All balances which are thirty (30) days past due are subject to a \$25.00 monthly service fee. In addition to other rights, Management reserves the right to: (1) collect the current and past due balance; (2) suspend or terminate membership privileges; and (3) recover from Member(s) any collection fees, court costs, and reasonable attorney's fees incurred in the collection of any sum or fee due under this Agreement and/or the enforcement of this Agreement.

CLOSURE. The Parkwest facility may be unavailable during a period of repair and maintenance or special events, programs or private parties, or by management's schedule for these events. In order to keep the facility in the best possible condition a portion of the facility may be closed for a temporary time period for repairs and renovations. There will be no adjustment in dues for this period of closure.

SUSPENSION/TERMINATION OF MEMBERSHIP BY PARKWEST FITNESS. Parkwest has the right to suspend and/or terminate the membership granted under this Agreement for non-payment of dues, fees, or for behavior inimical to the enjoyment of the Parkwest facility by other members and staff for any reason deemed sufficient in the sole discretion of Parkwest.

DEATH. In the event of your death, one member of your immediate family may assume the remainder of the original membership term and also any payment of any unpaid monies owed or thereafter due.

MEMBER'S RIGHT TO CANCEL OR TERMINATE. The Member may cancel this Agreement before midnight of the third full business day after the Member signs this Agreement ("Immediate Cancellation"). Notice of Immediate Cancellation must be in writing and either delivered in person or mailed by certified or registered mail to Parkwest at the address specified above. The notice must be accompanied by the membership cards previously delivered to Member, if any. In the event of an Immediate Cancellation, Parkwest will refund all money paid by Member to Parkwest pursuant to this Agreement within thirty (30) days of Parkwest's receipt of the notice of cancellation.

Member and/or Member's estate may cancel this Agreement if (1) the Member dies, (2) the Member becomes totally physically disabled for the duration of the Agreement, (3) the Parkwest business is moved to a location that is more than five (5) miles from the original facility (however if a health spa facility is closed at any site and a facility with similar health spa services is operated less than five (5)

miles away from the closed facility, then this Agreement may be transferred to the operating facility, if the operator of the facility to which the Agreement is to be transferred accepts the transfer), and (4) the services are no longer available as provided in this Agreement because of Parkwest's permanent discontinuance of operation. Parkwest may require reasonable proof of Member's total physical disability or death. If you claim that you are totally disabled, Parkwest may require a physical examination at Parkwest's expense by a doctor agreeable to both you and Parkwest. If this Agreement is terminated for any of the reasons set forth in (1) through (4) above, Parkwest is entitled to retain the portion of the monies paid to Parkwest representing the services used or completed plus reimbursement for expenses incurred in an amount not to exceed twenty five percent (25%) of the total contract price.

If Member has executed any credit or loan agreement to pay all or part of the fees provided for herein, that Agreement shall also be cancelled and returned to Member within thirty (30) days.

MEMBER HEALTH WARRANTY. Member acknowledges that Parkwest has neither made claims as to medical results nor suggested medical treatment to Member. Each Member warrants and represents that the Member or any family member or guest entitled to use the Parkwest facility under the terms of membership, has no disability, impairment, or ailment preventing him/her from engaging in active or passive exercise, or that will be detrimental or adverse to such person's health, safety, or physical condition if he/she does so engage or participate. The Member acknowledges and agrees that: (1) Parkwest will rely on the foregoing warranty in issuing the membership; (2) Parkwest shall have no obligation to perform a fitness assessment or similar testing to determine the Member's physical condition; (3) if any fitness assessment or similar testing is performed by Parkwest, it is solely for the purpose of providing comparative data with which the Member can track progress in a program and is not for diagnostic purposes; (4) Parkwest shall not be subject to any claim, demand, or injury whatsoever on account of any evaluation or interpretation of any such fitness assessment or similar testing; (5) Parkwest shall not be liable for any injury arising out of the Member's disability impairment or ailment preventing him/her from engaging in active or passive exercise, or that would be detrimental or adverse to such person's health, safety or physical condition if he/she does so engage or participate. Each Member and guest should be aware of his/her medical history and should consult with a physician prior to engaging in exercise or continuing to exercise if a medical condition appears or appears to be developing.

ENTIRE AGREEMENT. This Agreement constitutes the entire and exclusive membership agreement between the parties. Any promise, representation, understanding, oral or written, pertaining directly or indirectly to the agreement, which are not continued herein, are hereby waived.

MISCELLANEOUS. Time is of the essence of this Agreement. This Agreement contains the entire agreement between parties. This Agreement shall be amended only in writing and signed by both parties. Verbal statements by Parkwest or its agents or employees shall not be binding and only the terms of this Agreement shall be enforceable by either party against the other party hereto. This Agreement shall be binding upon the heirs, successors and assigns of the parties. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. Each party consents to the jurisdiction of any federal or state court within Tippecanoe County, Indiana.

INVALIDITY AND SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstance, for any reason and to any extent, shall be held to be invalid or unenforceable, then neither the remainder of this Agreement nor the application of such provision to any other person or circumstance shall be affected thereby, but rather the same shall be enforced to the greatest extent permitted by law. The invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to make the provision valid or enforceable; and, in its modified form, that provision shall then be enforceable and enforced.

LIABILITY AND WAIVER OF LIABILITY. It is expressly agreed that all exercise and treatments and use of all facilities shall be undertaken at Member's own risk, and Member represents that Member is physically able to undertake any and all physical exercise and treatments provided. Member shall be liable for any property damage and/or personal injury caused by the Member, the Member's family, or a guest of the Member at the Parkwest facility or any other activity or function operated, arranged or

sponsored by Parkwest. Any and all use of the Parkwest facility or participation in activities operated, arranged, or sponsored by Parkwest, shall be AT SUCH PERSON'S OWN RISK, and Parkwest shall not be liable for any injuries or damages to such person, or the property of such person, or be subject to any claim, cause of action, liability, demand, injury, damages, or costs (including, without limitation, attorney's fees) except where such injuries or damages are directly caused by the gross negligence of Parkwest. The Member individually, and on behalf of the Member's personal representative, heirs, executors, administrators, assigns and successors does here by expressly forever release and discharge Parkwest, its successors and assigns, as well as its officers, agents and employees from all such claims, demands, actions, causes of action, damages, injuries, costs (including, without limitation, attorney's fees), and liabilities.

WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY MATTER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

RECEIPT OF AGREEMENT. Member acknowledges receipt of a signed copy of this Agreement.

Do you consent to receive information from Parkwest via email? Yes / No

How did you hear about us? _____

_____	_____
Member Signature	Date
_____	_____
Member Signature	Date