



The **FitnessCenter**  
AT KERNERSVILLE

861 Old Winston Road

Kernersville, NC 27284

Phone: 336-992-1700 Fax: 336-992-1701

**Primary Member:**

## Membership Application

\_\_\_\_\_  
Last Name First Name M.I. Mr.,Mrs., Ms.

\_\_\_\_\_  
Sex: M/F Birthdate

\_\_\_\_\_  
Home Address City State Zip

\_\_\_\_\_  
Home Telephone # Cell # Business name (if corporate)

\_\_\_\_\_  
Email address How did you hear about us?

\_\_\_\_\_  
Emergency Contact Emergency Contact Telephone # Relation

**If joining as a couple:**

\_\_\_\_\_  
Name Birthdate Sex

**Additional Family Members (as part of membership):**

\_\_\_\_\_  
Name Birthdate Sex

\_\_\_\_\_  
Name Birthdate Sex

\_\_\_\_\_  
Name Birthdate Sex

## Authorization Agreement

**Monthly Draft:**  CHECKING  VISA  MASTERCARD

I hereby authorize *The Fitness Center at Kernersville* to deduct \$ \_\_\_\_\_ from my checking account or charge my credit card on the tenth day of each month. Payments are to begin on \_\_\_\_/\_\_\_\_/\_\_\_\_ and will continue until I provide proper notification to cancel as stated in terms and conditions. I understand the requirements of this month-to-month contract as well as membership cancellation terms.

**Contract agreement:**  CASH  CHECK  VISA  MC  AMEX

Payment of \$ \_\_\_\_\_ covers membership dues for \_\_\_\_\_ months.  
Membership begins on \_\_\_\_/\_\_\_\_/\_\_\_\_ and contract expires on \_\_\_\_/\_\_\_\_/\_\_\_\_  
I understand **Contract memberships are non-refundable** except for the following reasons: relocation of more than 45 mile radius of Center or medical reasons verified with documentation from a physician.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**\*\* I have read and agreed to all terms and conditions on the back page of this membership agreement.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Office Use:** Membership Type: \_\_\_\_\_  
 \_\_\_ Photo taken Member 1 # \_\_\_\_\_ Orientation: \_\_\_\_\_  
 \_\_\_ Signatures Member 2 # \_\_\_\_\_  
 \_\_\_ Check or CC Info Member 3 # \_\_\_\_\_  
 \_\_\_ Student/Corp ID Member 4 # \_\_\_\_\_ Staff Initials: \_\_\_\_\_  
 Paid by: Member 5 # \_\_\_\_\_  
 Cash Credit Check # \_\_\_\_\_ Gift Certificate

Enrollment fee \$ \_\_\_\_\_  
 Prorate fee \$ \_\_\_\_\_  
 Contract payment \$ \_\_\_\_\_  
**TOTAL** \$ \_\_\_\_\_

## TERMS AND CONDITIONS

1. **PARTICIPATION** - I understand that the amount and extent to which I participate in exercise and activities within the premises is my responsibility. My failure to utilize The Fitness Center at Kernersville's facilities does not constitute grounds for a refund or cancellation.
2. **CHILDREN**: All children under the age of 16 must be under the direct supervision of parent/guardian unless in dedicated class or child care area. No children under the age of 14 may use the fitness or weight area or participate in general group exercise classes.
3. **RECIPROCAL FACILITY USAGE** - Facility usage is limited to the type of membership designated. To use both The Fitness Center at Kernersville and The Fitness Center at High Point facilities a reciprocal membership must be purchased for additional fee. Facility use may be changed upon members request once per year.
4. **MEMBERSHIP CHANGES** - All changes to membership must be completed by Primary member only. A 30-day notice is required for all membership changes. Membership changes consist of the following: EFT Draft Account Changes, Address change, Rate change, Freezes, Add-ons, or Deletion of add-on. If notice is received by the 15th of the month, this change will be effective on next month's draft. If notice is received after the 15th, then changes will not be reflected on next month's draft, but for the draft following it. Proper notification requires filling out a designated form at the front desk and revising the current membership agreement. I understand that an add-on rate is only valid if the primary member who is being added onto remains a member. Otherwise the primary membership rate will be assumed by add-on. **INITIAL:** \_\_\_\_\_
5. **CANCELLATIONS** must be in writing by the 15th of the month with all fees, dues, charges or other amounts paid in full. Usage of the facility may be continued through the end of the month. If cancellation notice is given after 15th of the month the last draft will be the following month. **INITIAL:** \_\_\_\_\_
6. **FREEZE**: A membership may be put on hold (frozen) for medical purposes only with documentation from physician in advance. A written status change form must be completed with indicated medical condition. A freeze may be for 1 - 3 months per calendar year.
7. **MEMBERSHIP REINSTATEMENT** - Former members who terminated their membership in good standing will be allowed to rejoin under current price structure and discounted enrollment fee. Payment of full initiation fee will be required if out longer than six months.
8. **DECLINE OR RETURNED ITEM CHARGES** - Declined draft or returned checks as a result of insufficient funds, account closed, or similar circumstances will be assessed a fee. Rejected electronic transactions may be periodically resubmitted for payment. After 90 days of a decline, it will be sent to collections and membership will be terminated until full payment is made including fees.
9. **AMENDING OF RULES** - I understand that The Fitness Center at Kernersville reserves the right to amend or add to these conditions and to adopt new conditions as it may deem necessary for the proper management of the facility and the business.
10. **UNAVAILABILITY OF FACILITY OR SERVICES** - I agree to accept the fact that a particular facility or service on the premises may be unavailable at any particular time due to mechanical breakdown, fire, act of God, condemnation, loss of lease, catastrophe or any other reason. Further, I agree not to hold The Fitness Center at Kernersville responsible or liable for such occurrences.
11. **HOURS OF OPERATION** - Operation schedules may vary and are subject to change from time to time. The facility may be closed on holidays and extended period covering Christmas holiday. This information will be posted in the facility.
12. **PERSONAL TRAINING** - Non-approved personal trainers are not allowed in any part of the facility due to The Fitness Center at Kernersville's interest in ensuring the accuracy of information relayed, as well as to reduce injury liability.
13. **DISCLAIMER OF IMPLIED WARRANTIES** - I understand that The Fitness Center at Kernersville makes no guarantees, warranties or representations, written or implied, regarding merchantability, fitness for a particular purpose or otherwise, except those written herein or in writing signed by an officer of the corporation owning The Fitness Center at Kernersville.
14. **DAMAGE TO FACILITIES** - I agree to pay for any damage I may cause The Fitness Center at Kernersville's facilities through my careless or negligent use thereof.
15. **RELEASE OF LIABILITY** - I agree and represent that all exercises, treatment and all use of all The Fitness Center at Kernersville facilities shall be undertaken at my own risk, that I am in good physical condition and physically able to undertake any and all physical exercises and treatments provided by The Fitness Center at Kernersville. If I have any history or major risk factors for heart disease, I will consult a physician before joining. I also agree that the corporation which owns The Fitness Center at Kernersville and/or affiliated companies and/or their respective agents and employees, shall not be liable and forever release and discharge for any claims, demands, injuries, damages, actions or causes of actions.
16. **POOLS** - Lifeguards are not on the premises. Swimming is at your own risk. The indoor pool area is closed for 2 hours per week for maintenance. Outdoor pool policies are posted and available during season (Memorial Day weekend - Labor Day) **INITIAL:** \_\_\_\_\_
17. **PHOTOGRAPHS** - Photographs for any use may not be taken of the facility, the staff or members/guests without written consent from management and anyone involved.
18. **LEGALLY BINDING AGREEMENT** - I understand this agreement is legally binding whether my use of the facility and its services is determined and paid for on a monthly, yearly, or individual basis.
19. **VERBAL AGREEMENTS** - The Fitness Center at Kernersville does not honor any verbal agreements made at the facility or over the phone that are contrary to the terms and conditions contained herein.
20. The Fitness Center at Kernersville reserves the right to add, delete, or change any or all of the above terms and conditions or fee schedules. The membership of any member may be cancelled or suspended by The Fitness Center at Kernersville for any period of time due to a violation of any term or condition, or any conduct which in the discretion of The Fitness Center at Kernersville is prejudicial to the welfare, good order and character of the center. Any member or guest(s) of the member conducting any inappropriate behavior will not be tolerated and result in immediate termination of membership.

\*\* The Fitness Center at Kernersville reserves the right to utilize the facility for: special events, private parties, seminars, tournaments, or other activities it may deem desirable.