

# The Energizer Health and Fitness Club Membership Application and Agreement

LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_ Initial \_\_\_\_\_

M \_\_\_\_\_ F \_\_\_\_\_ Birth Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year

EMERGENCY CONTACT: Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

## HOME ADDRESS:

Street \_\_\_\_\_ City \_\_\_\_\_

Postal Code \_\_\_\_\_ Telephone Number \_\_\_\_\_

## BUSINESS ADDRESS:

Company \_\_\_\_\_ Telephone Number \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ Postal Code \_\_\_\_\_

E-Mail \_\_\_\_\_

## ACCESS KEY FOB:

- I will receive an individual access key fob from The Energizer Health and Fitness Club (“The Energizer” or “club”).
- In case of a lost, stolen or damaged key fob, I shall be responsible for the replacement cost of \$20.00 which is non refundable.
- I am aware that upon termination of my membership, I shall return the key fob to The Energizer.

## I, THE UNDERSIGNED, UNDERSTAND AND AGREE TO THE FOLLOWING:

1. This membership application and agreement is nontransferable. I shall not be released from my financial obligations to The Energizer should I cease to use the facilities provided;
2. Membership fee is \$20.00 per month with a minimum term of four (4) months. I will pay either –
  - By pre-authorized bank withdrawal on a month-by-month basis, or
  - An annual fee of \$240.00 in advance (cheque or cash) **with no refunds**.
3. An administrative fee of \$20.00 (cheque or cash) is due at the time of sign-up (please note this is not a deposit).
4. If paying by pre-authorized withdrawal, you may terminate your membership at the end of any month with fifteen (15) days written notice; however a penalty of \$20.00 will apply if the membership is terminated in less than four (4) months.
5. The membership fees can be increased with sixty (60) days written notice by club website, posted on a club announcement board, and to the member’s contact information as last recorded.
6. The Energizer closes for annual maintenance and cleaning during the last two weeks of December. There is no compensation for membership during this closure.
7. Waiver: The facilities and exercise programs offered by The Energizer have been designed to provide beneficial exercise and enjoyment without compromising the health or safety of the members who use the facilities. The Energizer requires the assistance of all members to ensure that the facilities and equipment are used in a proper manner so as to minimize risk of injury. This can be achieved by the members’ thoughtful and cautious use of the premises and the equipment.

The member acknowledges the existence of the need for certain rules and by-laws concerning the use of the facilities and the member undertakes to read those rules and by-laws provided to the member by The Energizer and agrees to be bound by those rules and by-laws. The member further acknowledges the existence of the risk inherent in any exercise activity. The member has not misrepresented or withheld information that relates to his or her physical capacity or health. In agreeing to use the facilities the member accepts all responsibility and waives any legal recourse against The Energizer Health and Fitness Club and its employees, agents, volunteers and contractors from any and all claims resulting from property damage or personal injuries sustained or death resulting from inappropriate use of the facilities. The member also acknowledges that use of The Energizer is not covered by Worker’s Compensation. This waiver shall be binding upon the member’s heirs and personal representatives.

Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_

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## STAFF to complete below:

Accepted by \_\_\_\_\_  
(The Energizer Health and Fitness Club)

\_\_\_\_\_ Card  
\_\_\_\_\_ Receipt  
\_\_\_\_\_ Follow up card  
\_\_\_\_\_ PAC  
\_\_\_\_\_ Annual  
\_\_\_\_\_ Access key fob number

Completed by Membership Manager

\_\_\_\_\_ Payment  
\_\_\_\_\_ Distribution list  
\_\_\_\_\_ Excel  
\_\_\_\_\_ Activate card