

CLUB # <u>8736</u>	<input checked="" type="checkbox"/> New	ANNUAL - HOLIDAY
Alternate Account # _____	Salesperson's Initials _____	
Card Codes	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

YOU, THE BUYER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MAY DO SO WITHOUT ANY PENALTY OR OBLIGATION. TO CANCEL THIS CONTRACT MAIL BY CERTIFIED OR REGISTERED MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CONTRACT OR ANY OTHER WRITTEN NOTICE TO 1500 W. Breen Ave Kingsford MI 49802 NOT LATER THAN MIDNIGHT OF THE DATE OF THE AGREEMENT (LINE 1 SECTION B). YOU MAY ALSO CANCEL THIS CONTRACT IF THIS SPA MOVES OR GOES OUT OF BUSINESS AND FAILS TO PROVIDE EQUAL FACILITIES WITHIN 15 MILES OF THE LOCATION DESIGNATED IN THIS CONTRACT. IF YOU CANCEL, THE HEALTH SPA MAY RETAIN OR COLLECT A PORTION OF THE CONTRACT PRICE EQUAL TO THE PROPORTIONATE VALUE OF THE SERVICES OR USE OF FACILITIES YOU HAVE ALREADY RECEIVED." (66 Del. Laws, c. 395, § 1.) NOTICE: ANY HOLDER OF THIS CONTRACT OR NOTE IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

THE FOLLOWING IS A WAIVER. READ IT BEFORE SIGNING.

BY AFFIXING MY SIGNATURE TO THIS DOCUMENT, I UNDERSTAND AND AGREE THAT I AM LEGALLY BOUND BY ITS CONTENTS.

You have agreed to purchase a membership at a facility that allows you access at any time. As such, you are aware that there will be **no supervision or assistance**. You are also aware that if you are injured, become unconscious, suffer a stroke or heart attack, that there will likely be no one to respond to your emergency and this facility has no duty to provide assistance to you. Even though this facility is equipped with surveillance cameras, it is likely that should you require immediate assistance, none will be provided. We HIGHLY recommend that you have a workout partner accompany you while at the club, but it is entirely up to you. **Initial** _____

Because physical exercise can be strenuous and subject to risk of serious injury, the club urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest, or participant) agree that if you engage in any physical exercise or activity, or use any club amenity on the premises or off premises including any sponsored club event, you do so **entirely at your own risk**. You agree that you are voluntarily participating in the use of this facility **and assume all risks** of injury, illness, or death. We are also not responsible for any loss of your personal property. **Initial** _____

This waiver and release of liability includes, without limitation, all injuries which may occur, regardless of negligence, as a result of; (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment and (c) your slipping and/or falling while in the club, or on the club premises, including adjacent sidewalks and parking areas. **Initial** _____

You acknowledge that you have carefully read this "waiver and release" and fully understand that it is a **release of liability**. You expressly agree to release and discharge the club, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the club for negligence, personal injury or property damage. **Initial** _____

Note: Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this agreement will remain in full force.

Signed: _____ Printed Name: _____

Dated: ___ / ___ / ___