

**MEMBERSHIP AGREEMENT
AUGY'S FITNESS CENTER**

This membership agreement between the undersigned member ("Member") and Augy's Fitness Center ("Augy's") owned and operated by Bob Augustyn ("Owner") agrees as follows:

1. **APPLICATION.** Member represents and warrants that all facts stated in the Membership Application (the "Application") submitted by Member are true and correct and that all children identified therein are legal dependents of Member. The Application is incorporated by reference as part of this Agreement.
2. **PAYMENT.** All payments to Augy's are due on the anniversary day of the month.
 - A. **Annual Payment.** Under this option, a payment of \$ _____ must accompany the Application.
 - B. **Six Month Payment.** Under this option, a payment of \$ _____ must accompany the Application.
 - C. **Monthly Payment.** Under this option, a payment of \$ _____ must accompany the Application. Member agrees to pay a like sum, or an increased amount as specified in paragraph 5, each month thereafter via cash or check.
3. **TERM.** All memberships have term specified in paragraph 2 from the date of Application.
4. **DEFAULT/REMEDIES.** Any monthly payment which is received more than Ten (10) days after the due date shall be subject to a late charge of \$10. Any payment that remains unpaid for thirty (30) days shall entitle Augy's to terminate the membership, to suspend membership privileges, or to take other appropriate action. Member agrees to pay reasonable attorney fees, legal expenses, and other lawful collection costs incurred after default.
5. **FEE GUARANTEE.** Membership fees may be modified from time-to-time by Augy's. No membership fee increase will be applicable until both the twelve (12) month anniversary of the Application has passed AND Member has been given at least thirty (30) days advance written notice of the fee increase.
6. **MEMBERSHIP CARDS.** Member will be issued a membership card which will entitle Member and appropriate family members to enjoy the benefits of membership. Member agrees to present membership card for admittance and to be responsible for the proper use of the card by all family members. Member agrees that if card is not presented, member will be required to purchase a replacement card before admittance is granted.
7. **MEMBERSHIP PRIVILEGES.** Members (including spouse and family members, as appropriate) will be admitted to use Augy's during normal operating hours. Membership does not cover personal training, classes, or other special events, but members may enjoy discounts as approved by Augy's.
8. **RULES AND REGULATIONS.** Member acknowledges that Augy's operates under rules and regulations established for the safety and protection of patrons and agrees to be bound by them as well as by rules and regulations subsequently approved and posted or published by Augy's. Rules and regulations of Augy's, in effect from time-to-time, are incorporated into this Agreement by reference. Facilities, equipment, hours, service, regulations, and policies are subject to change, without prior notice, at the sole discretion of Augy's, and Member agree to accept such reasonable change as a condition of membership.
9. **MEMBER'S RESPONSIBILITY.** Member recognizes that there are hazards connected with activities at Augy's. On behalf of Member, Member's spouse, and any dependent designated in Member's Application, Member knowingly and voluntarily assumes the risk of such hazards. Member agrees to defend, indemnify, and hold Augy's and its officers, agents, and employees harmless from and against any and all loss, damage and expense incurred by reason of any claim or liability based upon personal injury (including death) or property damage arising out of the negligent or intentional action of Member or of any spouse or dependent identified on Member's Application. Member further agrees to release Augy's and its officers, agents, and employees from any and all liability arising out of injury to Member, Member's spouse, or any dependent identified in the Application or otherwise supervised by Member and further agree to defend, indemnify, and hold Augy's, its officers, employees, and agents free and harmless from and against the same. Any child of Member born after the effective date of the Application shall be deemed to have been specifically identified therein.
10. **AGREEMENT.** This Agreement, Member's Application, the Membership Fee Schedule in effect from time-to-time, and Augy's rules and regulations in effect from time-to-time constitute the entire Agreement between Member and Augy's. **The undersigned acknowledge(s) having read the foregoing Agreement and agree(s) to be bound in accordance with its terms.**

Applicant Member

Date

Co-Applicant Member

Date

Accepted by Augy's this _____ day of _____, _____.

By: _____