

# GYM MEMBERSHIP AGREEMENT AND LIABILITY WAIVER

Location: \_\_\_\_\_ Membership No.: \_\_\_\_\_

## Member Personal Information:

Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Gender: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

## Emergency Contact Information:

Full Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## Membership Details:

Membership Type: \_\_\_\_\_

Start Date: \_\_\_\_\_ Duration (Months): \_\_\_\_\_

Monthly Fee (USD): \_\_\_\_\_

## Health and Liability Waiver:

I, the undersigned Member, acknowledge that I have been advised to consult a physician before beginning any exercise program. I understand that participation in physical activities involves inherent risks including but not limited to injury, illness, or death. I knowingly assume all risks associated with gym activities and hereby waive, release, and hold harmless the Gym, its owners, employees, agents, and affiliates from any and all liability for any injury, damage, or loss which may arise from my participation in gym activities, including use of equipment and facilities. This waiver includes claims arising from negligence, except for gross negligence or willful misconduct. I agree to abide by all gym rules and regulations and understand that failure to comply may result in termination of membership.

## Privacy and Data Use:

The Gym collects and processes personal information of Members solely for the purposes of managing membership accounts, processing payments, and providing gym services. Personal data will be handled in accordance with applicable United States privacy laws and will not be disclosed to unauthorized third parties without consent, except as required by law. Members have the right to access, correct, or delete their personal data by contacting the Gym.

## Membership Cancellation and Refund Policy:

Memberships may be cancelled by the Member with at least 30 days written notice. Refunds for prepaid fees will be provided on a pro-rata basis, minus any applicable administrative fees. The Gym reserves the right to terminate membership for violation of gym policies or non-payment. No refunds will be issued for termination due to Member misconduct.

## Code of Conduct and Facility Use:

Members agree to conduct themselves in a respectful and lawful manner while using the Gym facilities. The Gym is not responsible for personal belongings lost, stolen, or damaged on premises. Use of gym equipment must conform to posted instructions and staff guidance to ensure safety. The Gym reserves the right to suspend or revoke membership for behavior deemed unsafe, disruptive, or illegal.

**Photo and Media Release:**

Members grant permission for the Gym to use photographs, video, or other media taken on premises that may include their likeness for promotional, educational, or marketing purposes without compensation, unless otherwise notified in writing.

**Governing Law and Dispute Resolution:**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the state in which the Gym is located, without regard to conflict of laws principles. Any disputes arising out of this Agreement shall be resolved exclusively in the state or federal courts located in the Gym's jurisdiction. The Member and Gym expressly waive any right to a trial by jury to the maximum extent permitted by law.

**Severability:**

If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**Entire Agreement:**

This Agreement constitutes the entire understanding between the Member and the Gym with respect to the subject matter hereof and supersedes all prior agreements, understandings, or representations. Any amendments must be in writing and signed by both parties.

**MEMBER SIGNATURE**

**GYM REPRESENTATIVE SIGNATURE**

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

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

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