

MEMBERSHIP AGREEMENT

**** FIELDS IN RED ARE REQUIRED ****

Member Name _____ **Date of Birth** _____

Street Address _____ Gender Male Female

City _____ **State** _____ **Zip** _____

Phone _____ **Email Address** _____

Emergency Contact: _____ Phone: _____

How did you hear about us? _____

Membership Term:

month 3 months 6 months year Recurring

This agreement between HERCULEAN STRENGTH, LLC (Hercules Gym) and the Member whose name is written above was signed by both parties upon receipt of payment in full by HERCULEAN STRENGTH, LLC receipt which is hereby acknowledged. The term listed above is subject to the terms, conditions and limitations described below.

1. Access to Facilities' and Equipment. Herculean Strength, LLC agrees to provide the Member with access to and use of its facility (Hercules Gym) and equipment during regular business hours through the date of expiration of this Agreement, subject to all rules, regulations and conditions applicable to such access and use. Applicable rules, regulations and conditions may be posted in writing within the facility or may be communicated verbally by Herculean Strength, LLC management personnel. Members agree not to allow any non-member access to the facilities and will not share their access code. Members can bring a guest. The member is responsible for ensuring the guest signs the liability waiver and pays the day pass fee. Members understand that they are responsible for any damage to the equipment, property or structure of the gym facility that they cause while using or occupying the facility.

2. Risk of Injury and Limitation of Liability. Any physical activity program can be dangerous and should not be performed under certain medical conditions. We strongly recommend consultation with a qualified physician prior to beginning any physical activity regimen. The Member hereby agrees to accept full responsibility for determining the existence of, and implementation of any restrictions required by any physical or medical condition or limitation which may affect his/her ability to perform any physical activity within the premises or use any of the equipment available for use in connection with this Membership Agreement. By signing his/her name below, the Member agrees that Herculean Strength, LLC (including its owners, managers and/or employees in such capacity or as individuals) shall NOT be responsible for any injury, harm or loss which may occur or arise as a result of any misuse by the Member of any equipment or apparatus made available by Herculean Strength, LLC, or as a result of the member using such equipment or apparatus in a manner other than it was intended to be, or through conduct or behavior found to be unreasonable or irresponsible, including undergoing any activities against medical advice. I understand and agree that Hercules Gym is largely an unsupervised fitness facility. There will be times throughout the day when there will be no employee on site to help members use the equipment or exercise in the manner that the member chooses. Members are expected to conduct themselves safely and appropriately at all times. Members agree to notify a staff member of any damaged or malfunctioning equipment.

3. Consumers Right to Cancellation. **YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS FROM THE SIGNED DATE.** Notice of cancellation shall be in writing subscribed by the member and mailed by registered or certified United States mail to the Herculean Strength, LLC at the address specified above. Such noticed shall be accompanied by the contract forms, membership cards and any other documents or evidence or membership previously delivered to the member. All money paid pursuant to such contract shall be refunded within fifteen business days of receipt of such notice of cancellation. If the member has executed any credit or loan agreement to pay for all or part of health club services, any such negotiable instrument executed by the member shall also be returned within fifteen days.

4. Additional Rights to Cancellation. You may also cancel this contract for any of the following reasons: a). If upon a doctor's order, you cannot physically receive the services because of significant physical disability for a period in excess of six months. b). If you

die, your estate shall be relieved of any further obligation for payment under the contract not then due and owing. c). If you move your residence more than twenty-five miles from any health club operated by Herculean Strength, LLC. d). If the services cease to be offered as stated in the contract. e). All moneys paid pursuant to such contract cancelled for the reasons contained in this subdivision shall be refunded within fifteen days of receipt of such notice of cancellation; provided however that Herculean Strength, LLC may retain the expenses incurred and the portion of the total price representation the services used or complete, and further provided that the Herculean Strength, LLC may demand the reasonable cost of goods and services which the member has consumed or wishes to retain after cancellation of the contract. In no instance shall Herculean Strength, LLC demand more than the full contract price from the member. If the member has executed any credit or loan agreement to pay for all or part of health club services, any such negotiable instrument executed by the member shall also be returned within fifteen days. Herculean Strength, LLC may require reasonable evidence in support of any grounds asserted pursuant to this provision as a basis for cancellation of this Agreement.

5. **Permission to Use Imagery.** The Member gives permission to allow Herculean Strength, LLC to capture and use their image in photo or video for publication or advertisement in any way deemed by Herculean Strength, LLC to be advantageous for marketing or promotion purposes.

6. **Damaged, Lost or Stolen Property:** Members are responsible for their own belongings. I understand that Herculean Strength, LLC is not liable for any loss related to property that is damaged, lost or stolen property while in or around any Herculean Strength, LLC location.

7. **IMPORTANT NOTICE FOR HEALTH CLUB MEMBERS:**

NEW YORK STATE LAW REQUIRES CERTAIN HEALTH CLUBS TO HAVE A BOND OR OTHER FORM OF FINANCIAL SECURITY TO PROTECT MEMBERS IN THE EVENT THE CLUB CLOSES. THIS CLUB IS EXEMPT FROM THIS REQUIREMENT. YOU MAY ASK A REPRESENTATIVE OF THE CLUB FOR PROOF OF THE CLUB'S COMPLIANCE WITH THIS LAW. YOU MAY ALSO OBTAIN THIS INFORMATION FROM THE NEW YORK STATE DEPARTMENT OF STATE, DIVISION OF LICENSING SERVICES, A.E. SMITH STATE OFFICE BUILDING, 80 SOUTH SWAN STREET, P.O. BOX 22001, ALBANY, NY 12231.

7. **THIS NOTICE PROVIDES IMPORTANT INFORMATION ABOUT YOUR PAYMENT OPTIONS:**

You may make payments on an installment basis or in a single payment. Paying the full amount may be less expensive, but may involve financial risks to you. Read this notice carefully before making a decision. New York State law requires certain health clubs to post a bond or other financial security to protect member in the event the club closes. This club is exempt from this requirement since it gives members the option of paying on an installment basis, therefore it need not post a bond or other form of financial security. In deciding whether to make your payments on an installment basis, you should be aware that if the club closes, although the club will remain legally liable for a refund, you may risk losing your money if the club is unable to meet its financial obligations to members.

Each party to this Agreement, by signing his/her name in the space provided below, indicates his/her understanding of, and agreement to the terms, conditions and requirements specified herein.

Signature of Member

Date: _____

Signature on Behalf of Herculean Strength, LLC

Date: _____

** OFFICE USE ONLY **	
Membership Begins:	_____
Membership Term:	
	<input type="checkbox"/> month <input type="checkbox"/> 3 months <input type="checkbox"/> 6 months <input type="checkbox"/> year <input type="checkbox"/> Recurring
	<input type="checkbox"/> year - day hours
Rate:	
	_____ payment and _____ per month
Member No:	_____ Code: _____