

## BodyWise Gym Membership Contract

Name \_\_\_\_\_ Age \_\_\_\_\_ DOB \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Phone \_\_\_\_\_

**PRINT Email** \_\_\_\_\_

Emergency Contact Name/Phone/Relation \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

### Payment Option

Please choose Option 1 or Option 2:

1) Card Draft: MasterCard \_\_\_\_\_ Visa \_\_\_\_\_ American Express \_\_\_\_\_ Discover \_\_\_\_\_

Name on Card \_\_\_\_\_

Account # \_\_\_\_\_ CVV \_\_\_\_\_ Expiration \_\_\_\_\_

2) Bank Draft: Bank Name \_\_\_\_\_ Branch \_\_\_\_\_

Routing # \_\_\_\_\_ Account # \_\_\_\_\_

### STAFF PORTION

OPEN PATH: APP \_\_\_\_\_ FOB # \_\_\_\_\_ Membership Type \_\_\_\_\_

Membership Start Date \_\_\_\_\_ Membership End Date \_\_\_\_\_

Monthly Dues \$ \_\_\_\_\_ Total Due Now \$ \_\_\_\_\_ **SET UP: Credit** \_\_\_\_\_ **ACH** \_\_\_\_\_

FEES: APP \$ \_\_\_\_\_ FOB \$ \_\_\_\_\_ Monthly Billing \$ \_\_\_\_\_ **PHOTO ID** \_\_\_\_\_

*Sales Tax: 8.25% to be added to all Memberships, passes and Key Cards*

### Health Questionnaire

BodyWise Gym reserves the right to deny 24/7 access should your health be at risk. Please answer the following questions to the best of your ability and knowledge. Have you ever been diagnosed with or been treated for:

YES NO

YES NO

		Heart Condition			High blood pressure
		Arthritis			Sedentary lifestyle (last 6 months)
		Epilepsy/ Seizures			Frequent Dizziness/ loss of balance
		Diabetes			Chest Pain
		Pregnancy now or within the last three months?			Surgery within the last 12 months
		Muscle, joint, bone or back pain that restricts exercise			Are you a male and over the age of 44?
		Are you a female and over the age of 54?			Asthma or other breathing challenges

YES NO

		Do you smoke? If yes, how much? _____
		Has anyone in your immediate family had a heart attack, stroke or cardiovascular disease before age 55?

YES NO

		Are you currently taking any medications or supplements? Please list: _____
		Has a physician ever told you NOT to exercise? If yes, please explain: _____
		Please list any additional information, illness, condition, concerns or comments: _____

**Member Acknowledgement & Agreement**

Please Read and Initial:

- To ensure the safety of our patrons, we have installed security cameras that are constantly monitored.
- Only individuals with the BodyWise Gym 24 hour access card will be allowed to use the gym after hours.
- No unauthorized guests will be allowed or tolerated.
- Guest passes must be purchased ahead of time for after hour use.
- Any misuse of the 24/7 privileges will result in a fine and immediate cancellation of membership.
- No one under the age of 15 allowed on the gym floor without a parent or guardian after staffed hours.
- Gym, common areas and bathrooms are available. If you are the last person in the club please be sure and turn off all lights, tv and electronics that you may have used.
- Clean up after your workout. No gym bags, personal items, glass containers or open containers on the gym floor.

Call 911 in case of emergency. Defibrillator and first aid kit are located at the front entrance of the club.  
 All members agree to abide by all membership rules and regulations of BodyWise Gym. The member hereby agrees and acknowledges the dangers associated with any physical activity and therefore hereby knowingly and voluntarily waives any right of cause of accidents resulting from attendance of activities sponsored by BodyWise Gym. You must personally assess your health and fitness limits accordingly before commencing any fitness programs. Please consult your physician before starting any fitness regime. This agreement shall be interpreted and enforced pursuant to the laws of the State of Texas.

NOTICE TO PURCHASER: Do not sign this contract until you read it or if it contains blank spaces.

**CANCELLATION AND REFUND NOTICE:**

Membership is automatically renewed at the end of the contract unless you specify in writing that you wish to cancel. We must have on file, 30 days in advance, a written notice with your signature, if you wish to cancel your membership. Phone calls are not an accepted form of cancellation. If you cancel your membership before the agreed upon term is completed you will be charged the applicable early cancellation fee.  
 BodyWise has a membership handbook which we encourage you to read. Please check with staff for a copy of this handbook if you wish to have one for your records.

If you decide you do not wish to remain a member of BodyWise Gym, you may cancel this contract by mailing to BodyWise Gym, by midnight of the third business day after the day you sign this contract, a notice stating your desire to cancel this contract. The written notice must be mailed by certified mail to the following address: 2900 Pyramid Drive Austin, Texas 78734.

If BodyWise Gym goes out of business and does not provide facilities within 10 miles of the facility in which you are enrolled or if BodyWise Gym moves more than 10 miles from the facility in which you are enrolled you may: Cancel this contract by mailing by certified mail, accompanied by proof of payment on the contract to BodyWise Gym at the following address: 2900 Pyramid Dr. Austin, Texas 78734.

If you die or become totally and permanently disabled after the date of this contract takes effect, you or your estate may cancel this contract and receive a partial refund of your unused membership fee by mailing a notice to BodyWise Gym stating your desire to cancel this contract. Please provide BodyWise Gym proof of disability or death to ensure proper process of refund. The written notice must be mailed by certified mail to the following address: 2900 Pyramid Drive, Austin, Texas 78734.

Member acknowledges having read and signed this agreement

Member Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Signature If Under 18 \_\_\_\_\_ Date \_\_\_\_\_

BodyWise Staff Signature \_\_\_\_\_ Date \_\_\_\_\_