

## BOONE COUNTY FITNESS CENTER

### 24 HOUR MEMBERSHIP AGREEMENT

Member: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

Secondary Member: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

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

Emergency Contact Phone: \_\_\_\_\_

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

TYPE OF 24 HOUR ACCESS: (circle one)

Individual Plus One Family

### YOU MUST BE 19 YEARS OF AGE TO ENTER INTO THIS AGREEMENT

1. **24 HOUR MEMBERSHIP:** It is required that all individuals be a current member of the Boone County Fitness Center to purchase a 24 Hour Membership ("Membership") to the Boone County Fitness Center. The Membership shall allow only the Member, Member and Secondary Member or Member and Family 24 hour access to the Boone County Fitness Center.

2. **ANNUAL MEMBERSHIP:** The Membership shall be an annual membership and shall begin and end as follows:

Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date: \_\_\_\_/\_\_\_\_/\_\_\_\_. This 24 Hour Membership Agreement will end upon the date agreed above, or upon any breach of the terms of this 24 Hour Membership Agreement. The Boone County Fitness Center further reserves the right to terminate this 24 Hour Membership Agreement for any reason whatsoever, with or without notice.

3. **ANNUAL MEMBERSHIP FEE:** The Membership fee shall be as follows:

\_\_\_\_\_ Member: \$120.00 or \_\_\_\_\_ Member and Secondary Member: \$180.00 or \_\_\_\_\_ Member and Family: \$240.00

4. **MEMBERSHIP ACCESS:** The Membership will allow only the Member and said person(s) to access and use the gym, track, cardio room, spinning room, yoga room, weight room, sauna and locker rooms. Anyone under the age of 19 MUST be accompanied by the Member of this agreement. Member agrees to keep all areas of the Boone County Fitness Center used by Member, including locker rooms, clean during and after use. The Membership does **not** allow Member to have access to the pool and hot tub. The pool area will lock at the end of normal business hours and remain locked until the Boone County Fitness Center opens the following business day. Use of the hot tub and pool is not permitted outside of normal business hours (Monday-Friday 5:30 a.m. to 9:00 p.m., Saturday 8:00 a.m. to 4:00 p.m., Sunday 12:00 p.m. to 6:00 p.m.).

5. **MEMBERSHIP CARD:** The Member will be issued a 24 Hour Entry Card ("Card") which will entitle Member to enjoy the benefits of membership. Member will not permit anyone else to use Member's card. If Member loses or destroys Member's Card, Member shall be responsible for the expense of a replacement Card. Upon expiration of this 24 Hour Membership Agreement, Member shall surrender the Card to the Boone County Fitness Center.

6. **INDEMNITY AND MEMBER'S RESPONSIBILITY:** All use of the Boone County Fitness Center shall be at the sole risk of the Member. The Boone County Fitness Center and its agents, managers,

employees, officers, directors, affiliates, successors, assigns and members ("Indemnified Parties") shall not be liable for any harm, injuries or damage to Member or Member's property, or be subject to any claim, demand, liability or damages whatsoever, including, without limitation, those resulting from negligence on the part of the Indemnified Parties, for all such claims, demands liabilities, damages, actions or causes of actions. It is specifically agreed that the Indemnified Parties shall not be responsible or liable for property lost, damaged or stolen in, about or in connection with the Boone County Fitness Center nor for loss or damage to any other of Member's property, including automobiles and contents. **Member acknowledges and assumes the risk that there will not be medical personnel or security staff at the Boone County Fitness Center outside of normal business hours (Monday-Friday 5:30 a.m. to 9:00 p.m., Saturday 8:00 a.m. to 4:00 p.m., Sunday 12:00 p.m. to 6:00 p.m.).**

7. **DAMAGES:** Member shall be responsible for any and all damage to the Boone County Fitness Center or its contents or property, or the property of any other member of the Boone County Fitness Center if Member or someone using Member's Card causes said damage.

8. **RULES AND REGULATIONS:** I acknowledge that the Boone County Fitness Center operates under rules and regulations established for the safety and protection of members or other patrons and I will abide by and be bound by all posted rules and regulations, as well as by rules and regulations subsequently approved and posted or published by the Boone County Fitness Center. Facilities, equipment, amenities, hours, service, regulations, and policies are subject to change, without prior notice, at the sole discretion of the Boone County Fitness Center, and Member accepts such changes as a condition of membership.

9. **NON-ALCOHOLIC & NON-TOBACCO FACILITY:** The use of alcohol, tobacco and any illegal substance is not permitted on the premises of the Boone County Fitness Center. Member agrees not to use or be under the influence of alcohol or any other illegal substance while on the premises of the Boone County Fitness Center.

10. **WAIVER:** The waiver of the Boone County Fitness Center or the Member of any breach of this 24 Hour Membership Agreement shall not be construed to constitute a waiver of any subsequent breach of this 24 Hour Membership Agreement.

11. **SEVERABILITY:** If any portion of this 24 Hour Membership Agreement shall be determined to be unenforceable, the remainder of this 24 Hour Membership Agreement shall be unaffected and shall remain in full force and effect.

The parties hereto have executed this 24 Hour Membership Agreement on the date hereinafter acknowledged.

**MEMBER(S):**

\_\_\_\_\_ **Signature**

\_\_\_\_\_ **Print Name**

\_\_\_\_\_ **Date**

\_\_\_\_\_ **Signature**

\_\_\_\_\_ **Print Name**

\_\_\_\_\_ **Date**

**BOONE COUNTY FITNESS CENTER:**

\_\_\_\_\_ **Signature**

\_\_\_\_\_ **Print Name**

\_\_\_\_\_ **Date**

**I have received a copy of the age requirements  
and rules \_\_\_\_\_ please initial**