

**Membership Agreement**

**Promotions and/or specials are non refundable.** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a contract). The agency that administers compliance with the law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580. Random credit checks will be conducted for information verification.

**Buyer Information Only**

|   |                   |                                  |                  |                   |
|---|-------------------|----------------------------------|------------------|-------------------|
| <b>Last Name</b>  | <b>First Name</b> | <b>Middle Initial</b>            | <b>Birthdate</b> | <b>Age</b>        |
|   |                   |                                  |                  |                   |
| <b>Current Mailing Address</b>                            | <b>City</b>       | <b>State</b>                     | <b>Zip Code</b>  | <b>Home Phone</b> |
|   |                   |                                  |                  |                   |
| <b>Emergency Contact &amp; Relationship &amp; Phone #</b> |                   | <b>Employer &amp; Work Phone</b> |                  |                   |
|   |                   |                                  |                  |                   |

**WAIVER AND RELEASE OF LIABILITY**

First Capital Fitness urges you and all members to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment and apparatus designed for exercising shall be at the member's sole risk. Member understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be member's entire responsibility and the Club shall not be liable to member for any claims, demands, injuries, damage or actions arising due to injury to member's person or property arising out of or in connection with the use by member of the services, facilities and premises of the Club. Member hereby holds the club, its office owners, agents and employees harmless from all claims which may be brought against them by member or on member's behalf for any such injuries or claims. Potential members under the age of 18 must have a parent or guardian sign their waiver.

**TERMS OF DRAFT AUTHORIZATION**

This authority is to remain in effect until First Capital Fitness, receives written notice, signed by me under the terms and conditions as follows:

- The monthly membership fees are non refundable.
- All membership fees are paid in advance.
- All payment of fees will be drafted from your account without prior notice by First Capital Fitness, LLC. The actual draft date may vary, funds in your account must be made available to sufficiently cover the debit amount. Unless the membership agreement is terminated the contract will automatically renew. First Capital Fitness is released from all credit liability and is placed upon the individual member.
- First Capital Fitness reserves the right to cancel your membership at any time.
- In the event a draft is rejected, a \$5 fee will be charged. The draft will be attempted for 30 days. The \$5 fee will be drafted along with the monthly membership fee when the funds are available. After 30 days, a \$5 late fee plus the \$5 rejection fee will be added to the account.
- All cancellation notices must be completed in person at First Capital Fitness 503 US Hwy 1 Bypass Louisville, Ga by cancellation form or in writing to First Capital Fitness 1746 Farrer Rd Wadley Ga 30477, with a minimum of 30 days before the next draft date. In the event the contract is terminated early, the account will be subject to an early termination fee based on the number of months your membership was active. Month to month will automatically renew unless an email notification to cancel is sent 7 days prior to draft date.

**FACILITY GUIDELINES**

I agree to the following guidelines. I understand that if one or any of them are not adhered to, my membership contract will be null and void, and I will not be reimbursed for the dues and fees that I have paid.

- Facility Operating Hours - 24 Hours
- Office Hours - Monday - Friday, 4pm - 7 pm (Or by Appointment)
- As you enter the facility with your access key card, the swipe will be read by our computer system and matched along with the surveillance system. If there is anyone coming into the facility directly behind you, make sure that door is closed before the next person enters. Each individual shall use their own personal card and not tailgate along with anyone else. Anyone found in violation will have their card deactivated immediately and will not be refunded for their membership and a card reactivation fee will apply.
- Do not allow anyone to use your personal access key card. The card is issued to you and you ONLY. Anyone found in violation will have their card deactivated immediately and will not be refunded for their membership and a card reactivation fee will apply.
- Any intentional damage caused to the equipment, facility, other individual, etc. will be the sole responsibility of the individual member who caused the damage. The responsibility will consist of a monetary compensation or replacement. Failure to uphold responsibility will result in the immediate loss of membership with no reimbursement and prosecution for the damages caused.
- The lights in the facility are on automatic motion sensors. If no movement has been detected in approximately 20 minutes, the lights will go off. However, as soon as motion is detected, they will come back on.
- Shoes and Shirt Required. Appropriate workout attire recommended.
- No inappropriate or vulgar language at any time. Respect yourself & others.

\*\*\*I am signing that I agree and will adhere to the terms and conditions specified in this contract.\*\*\*

**First Capital Fitness Signature**

**Member's / Guardian Signature**

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