

Primary Member Name: _____

BILLING POLICY:

1. I understand that I will be billed monthly or payment will be made by bank draft monthly until I give proper notice of any change or resignation as noted below.
2. I understand that if I wish to resign or change my membership in any way, I must give TruCore Fitness, written notice in accordance with the Resignation Policy below. I understand that I must turn in the key fob (or will be charged an additional fee of \$10).
3. TruCore Fitness, may, at their discretion, adjust the monthly rate applicable to my category of membership. I understand that I will receive notice prior to any such change.
4. Should any membership draft not be honored by my bank for any reason, I realize that I am still responsible for that payment, plus any service fee applied by TruCore Fitness. This is in addition to any service fee my bank may apply. If payment is not made, my delinquent account may be sent to a collection agency.
5. Membership key fobs remain the property of TruCore Fitness, and must be surrendered upon demand.
6. I am aware of the fact it is my responsibility to check my bank statement or credit card statement on a regular basis to make sure the TruCore Fitness membership rate withdrawal is correct. TruCore Fitness will agree to and will assist in making any corrections but only for a maximum of three (3) months following the error.
7. I understand that if I have purchased an Annual Prepaid Membership, it is a 12-month non-refundable membership. Initial: _____

EXPRESS ASSUMPTION OF RISK, WAIVER AND INDEMNIFICATION OF LIABILITY:

I represent that I and my family and guests, are physically able and qualified to participate in physical activities and the use of the facilities provided by TruCore Fitness. I acknowledge and agree that TruCore Fitness services and facilities used by myself and my family and guests are accepted "AS IS" and shall be undertaken at my sole risk. I understand that there is risk involved in physical activities, including risk of bodily injury, partial or total disability, paralysis and death, as well as other foreseeable and unforeseeable damages, including damage to property. I understand that there is also a very remote possibility that I might be exposed to bodily fluids (i.e., blood) which may contain the Hepatitis B agent or HIV virus. I knowingly and voluntarily acknowledge my full understanding of risks and assume such risks on behalf of myself and my family and guests.

On behalf of myself and guests, and our respective heirs, personal representatives, administrators and assigns, I hereby waive and relinquish any claims, rights and causes of action that I or my family or guests may have against TruCore Fitness and its members, governors, officers, employees, agents, successors and assigns, for any injury or damages to me or to my family or guests, arising out of the use of the TruCore Fitness services or facilities, whether or not arising from acts of active or passive negligence on the part of TruCore Fitness its employees or agents.

On behalf of myself and my family and guests, and our respective heirs, personal representatives, executors, administrators and assigns, I hereby agree to indemnify and hold harmless TruCore Fitness and its members, governors, officers, employees, agents, successors and assigns, from any and all claims, demands, actions, costs or causes of action, including attorneys fees and costs of defense, relating to any such injuries and damage arising out of or resulting from my use, or use by my family or guests, of any of TruCore Fitness services or facilities wherever or however they occur.

I hereby authorize TruCore Fitness employees to act in accordance with their best judgment in case of any injury or emergency that may occur for me, my family or my guests. Should medical care be necessary, I agree to pay the reasonable cost of such medical care or treatment.

Initial: _____

MEMBERSHIP AGREEMENT FOR MINORS (if applicable):

I am the parent/legal guardian of the minor child(ren) listed on this Membership Agreement. I hereby agree to and enter into the above Membership Agreement for and on behalf of such child(ren), including the indemnification, assumption of risk, and release and waiver of liability. For myself, and for and on behalf of my minor child(ren), other family members or guests. I agree to be bound by the waiver, indemnification and hold harmless provisions above described.

Initial: _____

RESIGNATION POLICY:

As a member or the parent/legal guardian of a minor child(ren) member of TruCore Fitness, I accept the following resignation policy. Should I need to resign the membership, the membership account balance must be paid in full and brought to zero, and the member must submit, in WRITING, a letter of resignation with not less than one (1) full calendar months' notice (i.e. if my resignation is to become effective on September 30th, TruCore Fitness must receive the written resignation on or before August 31st). resignations will not be accepted over the phone. Acceptable forms of written notice are: a resignation form completed in the TruCore Fitness business office, a letter delivered in person to TruCore Fitness business office, or an e-mail to janeice@trucorefitness.com.

Upon receipt, all acceptable forms of resignation will be confirmed by a TruCore Fitness staff person. If I am unable to meet the deadline and/or requirements, I accept the responsibilities of membership for the extra month, including payment of dues. If I have prepaid my membership and choose to change my status to month-to-month at the end of my term, I must abide by the resignation policy as stated above and agree that monthly billing will start the first day after the end of my prepaid term. Prepaid memberships are non-refundable and non-transferable. All renewals following the prepaid term must start the first day after the end of the prepaid term in order to avoid paying an initiation fee.

Initial: _____

ASSOCIATE MEMBERSHIP (if applicable):

I understand that the membership rights of any child(ren) included on my Family Membership ("Associate Membership") will terminate on the last day of the month in which the child attains 24 years of age. The child will need to register for an individual membership to retain membership status and, to avoid paying the initiation fee; the child's new individual membership must start the first day after the end of the Associate Member status.

Initial: _____

By signing below, I acknowledge that I understand and agree to all the terms on both pages one and two of this Membership Application.

Signature: _____

Date: _____