



3110 N Spirit Ct. Unit #5
Appleton, WI 54913
(920) 949-4207

MEMBER INFORMATION *Please Print*

First Name: _____ Last Name: _____ Middle Initial: _____

Address: _____

City: _____ State: _____ Postal Code: _____

Primary Phone: _____ Cell Phone Number: _____

Date of Birth (MM/DD/YYYY) _____ Email Address: _____

Service and Sign-Up Fee: _____

1st MONTH DUES: _____

Amount Due: _____ +tax/ service fee (CC)

Amount Paid: _____

Balance Due: _____

MEMBERSHIP OPTIONS

Monthly Fee – Member agrees to maintain membership (Subject to current promotions)

- 12 months – \$49.99
- 24 months – \$44.99
- 36 months – \$39.99
- Month to Month NO Contract – \$54.99

Student Annual Agreement M2M – \$39.99

*Fees will continue to be withdrawn in the event of a pandemic or natural disaster to ensure facility is available upon reopening. Int _____

Member agrees to lease the use of Seller's facilities for twelve, twenty-four, or thirty-six (12, 24, or 36) consecutive months or as specified above. The monthly purchase price is locked in for said consecutive months as specified above. This payment will remain recurring until cancellation policy is fulfilled as directed below. After the contract period is satisfied, the facility has the right to increase or decrease rates to accommodate for fluctuation in operational expenses one time in a calendar year. This may or may/not include the addition of a maintenance fee. Member will have 24hr/ 7d/ 365y access to all cardio, fitness, and strength equipment contained within Physics of Fitness.

Cancelation Policy: In the event member becomes deceased or becomes in abled, Member may cancel this contract by notice sent by registered mail, return receipt requested, or personally delivered to the address herein and is entitled to a discontinuance of any payments made for future services not rendered in accordance with this contract. All cancellations must be mailed or handed in, in person, to 3110 N. Spirit Ct. Unit #5 Appleton WI, 54913 no later than 30 days prior the end of agreed terms above. This agreement will revert to a month to month at market value if no cancellation notice is made 30 days prior to the end date.

In the event the Seller's facilities or services become unavailable or no longer fully operational, before full receipt of the services and use of facilities for which the Member is contracted, Member may cancel this contract and is entitled to a discontinuance of any payments made for future services not rendered in accordance with this contract. Member has right to a "Medical Hold" of no more than 90days after a note from their medical practitioner has been submitted. The "Medical Hold" will take effect on the members next billing period, freeze from drafting, and continue following the end of their "Medical Hold". "Medical Holds" do not release member from contract obligation to complete members agreed upon contract length. The "dues" are merely postponed until the Member is permitted medically to return to physical activities.

By my initials and signature below, I, "the Member", certify that I am physically able to use all facilities and do hereby agree that this facility is not responsible or reliable to me for any injury, accident, or loss of personal property. I understand that I cannot transfer this membership to any other person. I do hereby release this facility and its employees from any claim or cause of action which may have occurred as a result of any medical problem known or unknown of which I have knowledge presently or in the future. I verify no promises or guarantees, other than those written in this agreement were made to me by this facility or its employees. I agree to follow the instructional guidelines and to cooperatively utilize the facilities with other members in accordance with facilities rules and guidelines. Failure to do so may result in cancellation of my membership. Physics of Fitness, LLC its management, and its owners have the right to refuse business or revoke this agreement in the event that the rules or guidelines are not adhered to. Int. [REDACTED]

-Physics of Fitness, LLC and its owners reserve the right to cancel this agreement/ contract at anytime due to noncompliance with facility rules, safety regulations, and/ or delinquent accounts (ex: denied access until account is current) without refund of any previous service/ membership payments regardless of personal use. Int. [REDACTED]

-Physics of Fitness, LLC is a training facility for athletes and personal/ group fitness clients. I understand that on occasion that there may be filming or photography of exercises and/ or classes for training, marketing purposes, and social media posts. Int. [REDACTED]

-Physics of Fitness, LLC uses security cameras and digital door access for safety and security of its premises. Int. [REDACTED]

-Physics of Fitness, LLC its management or its owners not responsible for lost or stolen personal items. Int. [REDACTED]

-Physics of Fitness, LLC **does not allow conceal or open carry** of any weapon or firearm while on its premises. Including but not limited to knives, handguns, mace, melee weapons, or electronic stun. Possession or use of any of these while visiting any of the facilities/ properties will result in revocation of membership/ services outlined in this agreement, on the sole discretion of Physics of Fitness, LLC management or its owners.

Agreement will be upheld to the total amount due without any refund or discontinuance. Int. [REDACTED]

-Physics of Fitness, LLC is a **SMOKE FREE** and **VAPOR FREE** environment. Use of any of these while visiting any of the facilities/ properties could result in revocation of membership/ services outlined in this agreement, on the sole discretion of Physics of Fitness, LLC management or its owners.

Agreement will be upheld to the total amount due without any refund or discontinuance. Int. [REDACTED]

-Any damage, malicious or negligent, to properties of Physics of Fitness, LLC or to its landlord (Black Diamond Holdings) properties by the signed member, are the sole responsibility of the signed member or their parent/guardian. Damages will be repaired/ replaced at member's expense.

Int. [REDACTED]

-Rules are subject to change and will be posted at the main entrance. Int. [REDACTED]

I CERTIFY THAT I HAVE READ THIS AGREEMENT AND AGREE TO THE TERMS HEREIN. Int. [REDACTED]

Member's Signature: [REDACTED]

Seller's Signature _____

Member's Printed Name: _____

Date: [REDACTED]

Parent/ Guardian Signature: _____

Parent/ Guardian Phone: _____

Parent/ Guardian Name: _____

Emergency Contact: [REDACTED]

Emergency Contact Phone#: [REDACTED]