

THE ROCK FITNESS CENTER

129 Village Drive Ste 201, Belgrade, MT 59714 406-388-7133

Member # _____ **MEMBERSHIP AGREEMENT** Date _____

Name/Last	First	MI	Birth Date	Age	Home Phone/Cell
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Current Mailing Address	City	State	Zip
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Social Security Number	Driver's License Number	State	Email
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Employer	Occupation	Work Phone
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2 nd Member: Name Last	First	Birth Date	Age	SS#	Work Phone/Cell
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In Case Of Emergency Contact	Relationship	Phone/Cell
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Medical Alerts? _____ How did you hear about us? _____

Membership privileges, notices, disclosures and agreement:

The Rock Fitness Center urges all members to obtain a physical examination from their physician prior to the use of any exercise equipment. In recognition of the possible dangers connected with any physical activity, member(s) hereby knowingly and voluntarily waive their right or cause of action of any kind whatsoever arising as the result of such activity from which any liability may or could accrue to **The Rock**, its officers, agents, employees, or trainers. If by any reason of death or permanent disability, the member is unable to complete the training program, they and their estate shall be relieved from the obligation of making payment for training other than that received prior to death or the onset of the disability, and that if they have prepaid any sum for training, that amount shall be refunded. **If member decides to cancel or move, a 30 day notice is required to end membership. If 30-day notice is not met, the member's next payment will be enforced. Please sign**

Risk of activities, Warning and liability waiver: Members are responsible for any direct or indirect damage or personal injury caused by him/her or his/her guests while at **The Rock** and guests of members assume the risks of the activities of **The Rock** and agree to hold **The Rock**, its management, owners, heirs and assigns harmless from liability or damages sustained or incurred by them in connection with these activities. I further agree that **The Rock** shall not be responsible for any theft or loss of property while on the premises, including the parking lot.

SHARED RULES

General Conduct: Courtesy, politeness and good sportsmanship shall prevail at all times. Loud or profane language or other acts which may annoy or interfere with the enjoyment of other members will not be allowed.

Right to Regulate the Use of Property: The management of **The Rock** can at any time restrict or suspend any member's right to use the facilities if it determines that the restriction or suspension is in the best interest of **The Rock**. Management has the right to make and amend rules and regulation of the use of **The Rock's** property, as it deems necessary and appropriate.

I have read and understand the Risks & Shared Rules. Please sign _____.

Right to Close Gym: The management of **The Rock** has the right to close the premises up to a maximum of 3 days in a row per year for maintenance, repairs, etc. The management will make every effort to notify the membership of the closure in advance. No refund or deduction of dues or extension of membership shall be given because of the closure. Holidays (closed) include New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

Purpose: The goal of **The Rock** is to provide our members with a quality facility for exercise at a reasonable cost. The above rules and regulations govern all members and are considered part of the membership agreement. It will provide members with the most advantageous use of the facility.

Today's date _____ . The date your membership begins _____ .

Persons other than yourself who may attend under this agreement are: _____ .

Amount paid now _____ . Amount due by date: _____

You are guaranteeing to pay monthly dues of: _____ For _____ consecutive months.

The total of these monthly dues amount to _____ .

Buyer's Signature

The Rock Rep.

Member's Sig.
(if different than buyer)

I, _____ authorize my bank to make payment by the method indicated below and post it to my account. **Must attach voided check.** Checking _____ Savings _____

Master Card _____ Visa _____ Am Exp _____ Discover _____

Account # _____ Expiration Date _____

Number of Payments _____ Amount of Payment _____ 1st Due Date _____

Bank Name _____ Address _____

City _____ State _____ Zip _____

Date _____ Customer Signature _____

Billing Procedures: Any account carrying insufficient funds for EFT transmittal, will be assessed a \$15.00 fee. If the bill is not paid in 30 days the member will be notified that his/her account will be terminated and turned over for collection if immediate payment is not received. Paying dues through the current month can reinstate any account that has been suspended. Dues are subject to change regardless of membership length. If your account is referred to collection, there will be a \$50.00 collection fee assessed and your membership will be cancelled. Any holder of this consumer credit contract is subject to all claims and defenses, which the debtor could assert against the seller for goods or services, obtained pursuant hereto or with the proceeds hereof. Recovery by the debtor shall not exceed amounts paid. This agreement is subject to all applicable Federal, State and Local Laws and Regulation. Additional terms and conditions of agreement follow: **Law Applicable:** Montana State Law governs this agreement. **Invalid provisions:** If any part of this agreement is found to be invalid or unenforceable, the remainder of the agreement will be valid and enforceable. **Entire agreement:** This agreement comprises the entire agreement pertaining to membership and no other agreement of any kind, verbal or understanding or promise whatsoever will be recognized or binding on us. **Signers of agreement:** If there is more than one of you signing this agreement, each of you is individually responsible to fully perform all obligations under this agreement. It is your responsibility to know whether this agreement is in default or that payments have been missed. We are not responsible for notifying you of late payments or any default proceedings unless required to do so under applicable law. **No Waiver of rights: We do not** waive our right to have future payments made when due if we accept a late or partial payment or delay the enforcement of our rights on any occasion. **Default:** You are in default if we do not receive an installment payment from you on or before the date it is due. **Acceleration of payments:** If you default and fail to cure the same after we give you notice and opportunity to cure as required under applicable law, we can demand immediate payment of all installments. **Collection charge:** If this agreement is referred to an attorney or collector or collection, you will pay all actual and reasonable costs of collection, and including attorney's fee and court costs.

Initial _____