



**FARMINGTON FITNESS CENTER**  
**399 MAIN STREET, FARMINGTON, NH 03835**

1. **PROVISIONS:** Tan Fitness Center, LLC dba Farmington Fitness Center (hereafter “FFC”) will provide a fully equipped exercise facility, including stationary bicycles, elliptical, treadmills, circuit training equipment and free weight training area. “ FFC” may be unavailable during a period of repair and maintenance. **In order to keep the facility in the best possible condition, a portion of “FFC” may be closed for a temporary time period for repairs and renovations. There will be no adjustment in dues for this period of closure.**
2. **MEMBER’S HEALTH WARRANTY:** The member warrants and represents that the member of “FFC” has no disability, impairment, or ailment preventing him/her from engaging in active or passive exercise, or that will be detrimental or adverse to such person’s health, safety, or physical condition if he/she does engage or participate. The Member acknowledges and agrees that 1) “FFC” will rely on the forgoing warranty in issuing the Membership; 2) “FFC” shall have no obligation to perform a fitness assessment or similar testing to determine the Member’s physical condition; 3) “FFC” shall not be liable for any injury arising out of the member’s disability impairment or ailment preventing him/her from engaging in active or passive exercise, or that would be detrimental or adverse to such person’s health, safety or physical condition if he/she does engage or participate. Each member should be aware of his/her medical history, and should consult with a physician prior to engaging in exercise or continuing to exercise if a medical condition appears or appears to be developing.
3. **LIABILITY AND WAIVER OF LIABILITY:** Each member of “FFC” shall be liable for any property damage and/or personal injury (caused by the Member, or any other person) at “FFC” or any activity or function operated, arranged or sponsored by “FFC”. It shall be the obligation of the member to pay for any costs involved upon presentation of a statement thereof. Any and all use of the “FFC” facilities, or participation in any “FFC” activities, shall be AT SUCH PERSON’S OWN RISK, and “FFC” shall not be liable for any injuries or damages to such person, or property of such person, or be subject to any claim, demand, injury, or damages. The Member individually, and on behalf of the Member’s personal representative, heirs, administrators, assigns and successors, does hereby expressly forever release and discharge “FFC”, it’s successors and assigns, as well as its officers and agents from all such claims, demands, actions, or causes of action.
4. **SUSPENSION/TERMINATION OF MEMBERSHIP MY MANAGEMENT:** Management has the right to suspend and/or terminate any membership for non-payment of dues, allowing entry of non-members into the facility, or for behavior detrimental to the enjoyment of “FFC”, by other members and staff for any reason deemed sufficient in the sole discretion of Management.
5. **BUYER’S RIGHT TO CANCEL OR TERMINATE:** Members have the right to cancel their membership at any time, with a **30-day written request**. “FFC” membership enrollments fees are non-refundable.

6. **UNPAID BALANCES:** All balances which are 30-days past due are subject to a \$25.00 monthly service fee. In addition to other rights, Management reserves the right to:
1. **Collect the current and past due balances.**
  2. **Suspend and/or terminate membership privileges**
  3. **Recover from Member(s) any collection fees, court costs, and reasonable attorney's fees.**
  4. **Collect a service fee of \$25 for any payment returned by the bank, for insufficient funds.**
7. **AGREEMENT AND RELEASE OF LIABILITY:** "FFC" will provide access to the building using a key card. I acknowledge that supervision is not provided at the facility. I acknowledge that use of my key card by someone other than myself, will result in loss of membership.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

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