

WELCOME. If you are interested in our day pass or a month to month membership, please complete the following agreement and arrange to meet with your Gym Lou's team member by calling 505.592.3845 and setting an appointment. **GET HOTTER WITH US.**

PARTICIPATION AGREEMENT Gym Lou's 24 Hour Physical Fitness

Full Name: _____ Male Female
 Address: _____ City: _____ State: _____ Zip: _____
 Date of Birth: ____/____/____ (see **** below if under 18) Cell Phone: (____) _____
 Email Address: _____
 Emergency Contact Name & Phone: _____/_____
 How did you hear about us? Facebook Google Flyer Website News/Media Referral
 Please mark your desired participation access type:

- PUBLIC ACCESS** (\$39 a month to fully access the facility).*
- PERSONAL TRAINER ACCESS** (\$168 a month to conduct business operations out of and have full access to the facility). **
- A DAY PASS** (\$10 non-refundable fee)
- WEEK PASS** (\$15 non-refundable fee)
- DROP-IN FOR A GROUP FITNESS CLASS** (\$_____ non-refundable fee)
- LOCKER RENTAL** (a monthly fee of \$5 to have a locker with personal lock) ***

Terms of Agreement

By signing this Agreement, you accept and will adhere to the following terms and conditions...

1. Participant acknowledges that there are two participant access types available for use of the Gym Lou's facility. All access fees must be paid on a month to month basis. Participant agrees that he/she selected the most appropriate participation access type for the activity to be conducted in the gym according to the descriptions below:

***Public Access:** Memberships for the general public are available for \$39 a month. Initial payment for access will be charged on the day of receipt of this signed membership agreement. Renewals will occur every month. If a participant does not wish to renew one's monthly access, he/she agrees to notify the Gym Manager either by email or phone (c.charley@grantwriters.net, 505.592.3845) at least **72 hours** in advance in order to avoid the monthly access charge. Memberships also include access to all group fitness classes. Classes will not be offered with a day pass, a two-day trial period, or for non-members. Members may tip the instructor of any class but are not obligated to do so.

****Personal Trainer Access:** Memberships for personal trainers operating their businesses out of the facility are available for \$168 a month. All fees and payments between personal trainers and their clients will be the sole responsibility of the trainers with Gym Lou's assuming no responsibility or control over said fees and payments. Participant acknowledges that video surveillance of the gym is in place to ensure participants are conducting the most appropriate activities in accordance with their participation type. Any personal training that occurs without the appropriate access type is strictly prohibited and will result in immediate termination of one's access to the gym. Initial payment for access will be charged on the day of receipt of this signed membership Agreement. Renewals will occur every month. If a participant does not wish to renew one's monthly access, he/she agrees to notify the Gym Manager either by email or phone (c.charley@grantwriters.net, 592.3845) at least **72 hours** in advance to avoid the monthly access charge.

*****Locker Rental:** \$5 a month will provide you with 24 hour storage in one of the men or women's locker rooms. Members must provide their own lock, maintain the locker in a clean and sanitary manner, and agree not to keep anything harmful or illegal in the locker.

Members will pay the \$5 at the first of every month with their regular membership cost if they wish to continue use of the locker.

Renewals will occur on the first of every month with regular membership renewal. If a participant does not wish to continue one's locker rental he/she agrees to notify the Gym Manager by email or phone (c.charley@grantwriters.net, 592.3845) at least **72 hours** in advance to avoid the monthly access charge. If renewal is not made by the first of the month, member agrees to clear out the locker within 24 hours. If this is not done, then lock will be cut off and contents will be given to charity.

****If you are under the age of 18, your legal guardian/parent must sign this Agreement and agree to the following terms as well as all terms of this Agreement child gym member must always be accompanied by no more than one adult (non-member children not allowed), adult cannot use the gym facilities unless he/she is a member, and adult is liable for any child injury that may occur and for any repair of damage caused by child.

2. Participant represents and warrants that all facts stated above and below are true and correct.

3. **ACCESS FEES.** All payments made to Gym Lou's are final and are accepted by either credit or debit card. Money generated from Gym Lou's access/other fees are dedicated to funding Capacity Builders Inc., a nonprofit that administers economic development and youth service programs in the Four Corners' area. Participants' access will not be allowed unless the monthly amount listed above is secured. Participants should ask their accountant whether or not the access fees are tax deductible. Gym Lou's does not make any statement or assurances regarding same, and is not responsible for any tax or other loss or implied misrepresentation.

4. **DEFAULT/REMEDIES.** Any participant who has not paid one's monthly access cost will not be allowed access to the gym.

5. **MEMBERSHIP ACCESS.** Participants will be issued an access card, which will entitle them to enter the premises and enjoy the use and benefit of the facilities of Gym Lou's (collectively, the "facility"). General public participants agree not to allow any other person(s) access to the facility using their access card or other means - and they will not allow any non-participant to enter the facility along with their access. Personal Trainer Participants are limited to no more than 3 clients having access to the facility at any one time. These clients must be accompanied by the Personal Trainer Participant at all times. All participants - regardless of participation type - agree to safeguard the access card. Should participant violate any conditions of facility access, his/her access may be revoked with no refund and criminal prosecution may be applicable. Any lost access cards must be reported to management immediately. Replacement cards will be subject to a replacement fee.

6. FACILITY AND HOURS OF OPERATION. The facility is an unmanned fitness center and, with the exception of any closures for maintenance or mandatory shutdowns by property management/other, is open twenty-four (24) hours, three hundred sixty-five (365) days a year.

7. PERSONAL TRAINING. Gym Lou's does not offer personal training. Should participant wish to make arrangements for personal training with one of the other participants who is a trainer or an outside trainer, such arrangements shall be solely and exclusively between the participant and the trainer with the following exception: **the trainer must secure a Personal Trainer Participation membership from Gym Lou's to qualify for continued use and access to the facility.** Gym Lou's shall not be liable in any way for results or lack of results obtained from any personal training activities and/or use of the facility. All releases and waivers of liability as outlined below apply to any and all fitness activities in which participant engages - regardless of any arrangement between participants for personal training. Any introduction(s) by Gym Lou's of a participant or other person who is a trainer to a participant shall not be considered as an endorsement of the trainer by Gym Lou's. No participant of Gym Lou's who is a personal trainer shall represent himself or herself to be an employee or an affiliate of Gym Lou's in any way other than as a participant of the facility. No participant may use the Gym Lou's name or logo for any purpose.

8. RELEASE AND WAIVER OF LIABILITY. Participant recognizes that there are hazards and risks connected with physical fitness and fitness training. These risks include, but are not limited to: abnormal blood pressure, fainting, heart disorders, heart attack, dehydration, heat exhaustion, sprains, muscle strain, blisters, stress fracture, shin splints, tendonitis, cartilage tears, bursitis, back pain, and bruising of joints. Exercise beyond one's physical limits and/or accidents involving exercise equipment may result in serious injury or even death. Participants agree to defend, indemnify, and hold Gym Lou's harmless against any loss, damage, or expense incurred by reason of any claim or liability based upon personal injury (including death) or property damage arising out of the negligent or intentional action of the participant. Participant further agrees to release Gym Lou's and its owners, board, officers, agents, employees, and/or affiliates from any and all liability arising out of injury to the participant and further agrees to defend, indemnify, and hold Gym Lou's, its owners, board, officers, employees, and/or affiliates free and harmless from same. Participant acknowledges that surveillance cameras are in use for the protection of the facility, its equipment, and its participants. Participant hereby consents to being photographed and/or recorded for such purposes. **THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** to the undersigned or such children due to negligence of releasees or otherwise while in, about or upon the premises of Gym Lou's and/or while using the premises or any facilities or equipment or participating in any program or group fitness class affiliated with Gym Lou's.

9. RULES AND REGULATIONS. Participant acknowledges that Gym Lou's operates under rules and regulations established for the safety and protection of its participants, and agrees to be bound by such rules and regulations, as well by the rules and regulations subsequently approved and posted or otherwise published by Gym Lou's. Facilities, equipment, hours, service, regulations, and policies are subject to change without prior notice and at the sole discretion of Gym Lou's. Participant agrees to accept these change(s) and additionally agrees to the following:

- a. Under no circumstances shall participant move exercise equipment or use the equipment in any manner not authorized by Gym Lou's. Equipment damaged from noncompliance of these and other terms will result in the participant paying for the equipment repair.
- b. All equipment shall be wiped down by the participant or participants' clientele after each use, with the supplies provided by Gym Lou's.
- c. Facility access is for the participant, and participant only, and participant will not give access to another individual unless following the terms of the Personal Trainer Access option.
- d. Participant will not misuse the equipment.
- e. All participants must be at least eighteen (18) years of age, unless otherwise authorized by Gym Lou's Manager.
- f. Participants shall conduct themselves in a quiet, well-mannered fashion so as not to cause any disturbance which may interfere with the use and enjoyment of the facility by any other participant. Profanity or indecent language and/or behavior will not be tolerated. Any conduct deemed by Gym Lou's, in its sole discretion, to be offensive, potentially harmful, inappropriate, dangerous, and/or abusive will not be tolerated, and shall be grounds for termination of the participant's access by Gym Lou's.
- g. Gym Lou's shall not be responsible for any lost or stolen or damaged items.
- h. Participant should not occupy any equipment for an extended period of time. Participant should allow others waiting to use such equipment.
- i. The climate of the facility is controlled by Gym Lou's and is set to provide the optimum exercise environment for the majority of its participants. Participant shall not change or seek to change any environmental controls including the propping open of doors and windows.

10. PROHIBITED ACTIVITIES. Alcohol, drugs, and smoking are prohibited within the facility. Participant agrees not to use the facility or engage in any activity at Gym Lou's while under the influence of drugs, alcohol, or medication that may impair one's ability to operate the equipment. No weapons of any kind are allowed. No photography, videotaping, filming, and/or audio recording are permitted within the facility without the express written consent of Gym Lou's management. Gym Lou's reserves the right, in its sole discretion, to limit the consumption of food or beverages, or to the use of outside equipment within the facility. Gambling or gaming is prohibited within the facility or on the premises.

11. DRESS/TOWEL POLICY. Gym Lou's requires that participants wear appropriate clothing and footwear while in the facility. Appropriate clothing includes gym shorts, T-shirts, jogging suits, aerobic wear, and sweat outfits. Participant agrees to have a cloth towel during workouts to protect and clean the equipment after use.

12. BINDING EFFECT & ENTIRE AGREEMENT. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigners. This 2 page Agreement embodies the entire Agreement and understanding of the parties. There are no restrictions, promises, warranties, covenants, or undertakings - other than those set forth or referred to in this Agreement. This Agreement supersedes all prior Agreements and understandings between the parties with respect to each subject matter.

13. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New Mexico.

14. FURTHER ASSURANCES. The parties agree to execute additional documents as may be necessary, proper, or convenient, for the purpose of fully effectuating the terms and conditions of this Agreement. Such documents will be considered a part of this executed Agreement.

15. SUSPENSION AND TERMINATION. I understand that Gym Lou's may suspend or terminate any participant's access at any time, in its sole and absolute discretion, for non-payment of participation fees or for violation of any of Gym Lou's policies and procedures, and that in so doing, Gym Lou's assumes no further liability to adhere to the terms of this Agreement.

16. ACCEPTANCE OF TERMS. As a participant of Gym Lou's, I understand that I am entitled to use the facility within the scope of the participant's access type that I have selected, and that I am obligated to pay my access dues regardless of whether or not I use the facility. I agree to promptly update Gym Lou's management of any change in my contact information (including address, telephone number, or email address) or change in payment information.

I certify that I have read the foregoing Participation Agreement, and that by signing below, I acknowledge that I understand and agree to be bound by all of the terms and conditions hereof. I further acknowledge that a fully executed copy of this Participation Agreement has been provided to me. Pictures may be taken for various promotions. Initial here if Gym Lou's has permission to use your photo: _____

Participant Signature: _____ Date: ___/___/___

Guardian/Parent Signature (if participant is under 18): _____ Date: ___/___/___