



|  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> New Member    | <b>INDIVIDUAL</b>                       | <b>FAMILY</b>                           | <b>TANNING</b>                          |
| <input type="checkbox"/> Renewal       | 1 Year EFT <input type="checkbox"/>     | 1 Year EFT <input type="checkbox"/>     | 1 Year EFT <input type="checkbox"/>     |
| <input type="checkbox"/> Tanning Ad-on | 1 Year Pd Full <input type="checkbox"/> | 1 Year Pd Full <input type="checkbox"/> | 1 Year Pd Full <input type="checkbox"/> |
|  | 2 Year EFT <input type="checkbox"/>     | 2 Year EFT <input type="checkbox"/>     | 2 Year EFT <input type="checkbox"/>     |
|  | 2 Year Pd Full <input type="checkbox"/> | 2 Year Pd Full <input type="checkbox"/> | 2 Year Pd Full <input type="checkbox"/> |
|  | Month-Month <input type="checkbox"/>    | Month-Month <input type="checkbox"/>    | Month-Month <input type="checkbox"/>    |

### MEMBERSHIP AGREEMENT

|          |            |
|----------|------------|
| Member # | Bar Code # |
|----------|------------|

|         |             |         |             |
|---------|-------------|---------|-------------|
| 1. Name | 1. DOB: / / | 2. Name | 2. DOB: / / |
| 3. Name | 3. DOB: / / | 4. Name | 4. DOB: / / |

|                       |       |          |                               |
|-----------------------|-------|----------|-------------------------------|
| Mailing Address: City | State | Zip Code | How long at this address? yrs |
|-----------------------|-------|----------|-------------------------------|

|             |      |      |        |
|-------------|------|------|--------|
| Phone: Home | Work | Cell | E-mail |
|-------------|------|------|--------|

|   |                   |                   |     |       |
|---|-------------------|-------------------|-----|-------|
| Female <input type="checkbox"/> Male <input type="checkbox"/> | Preferred Contact | Social Security # | DL# | State |
|---|-------------------|-------------------|-----|-------|

|          |          |                    |
|----------|----------|--------------------|
| Employer | Position | How long employed? |
|----------|----------|--------------------|

|                         |       |              |
|-------------------------|-------|--------------|
| Emergency Contact: Name | Phone | Relationship |
|-------------------------|-------|--------------|

**Terms of Membership.** The undersigned member understands that upon signing of this Agreement, he/she has full membership rights to the fitness center named above operated by Graves Enterprises LLC so long as member is current with payments outlined in this agreement for the membership option described, irrespective of the amount of service the undersigned uses at the club. Member acknowledges and agrees to abide by the rules and regulations set forth in this agreement and described on the reverse side and with any additions or changes or amendments thereto by Graves Enterprises LLC. Graves Enterprises LLC does hereby agree to give the undersigned the right to utilize its facilities until the expiration date of this Agreement as specified herein. It is also agreed by the undersigned that Graves Enterprises LLC reserves the exclusive right to reject this application at any time during the term of this Agreement, and the revocation of any terms of this Agreement by a court of law shall not serve to cancel the entire agreement, which shall remain in full force and effect.

**Transfer.** This Agreement is NOT transferable.

**Exercise Apparel.** Suitable clothing must be worn at all times in the exercise area. This shall include some type of t-shirt or sweatshirt (including stretch tops, tank tops, muscle shirts, etc.), workout shorts or pants, and indoor athletic shoes. Clothing that should NOT be worn in exercise areas include jeans, work shoes or boots, dress or street clothing.

**Member Right to Cancel.** Members may cancel at anytime, "no questions asked". However, one and two year membership agreements require a 30-day notice in writing to Graves Enterprises LLC, 2024 West Broadway, Maryville, TN 37801. A \$75 cancellation fee will be debited to the member's account. Month-to-Month memberships may be canceled with 60 days written notice and with NO cancellation fee.

**Member Assumption of Risk and Waiver.** You have agreed to purchase a membership at a facility that allows you access at any time. As such, you are aware that there will be NO supervision or assistance. You are also aware that if you are injured, become unconscious, suffer a stroke or heart attack, that there will likely be no one to respond to your emergency and this facility has no duty to provide assistance to you. Even though this facility is equipped with surveillance cameras, it is likely that should you require immediate assistance, none will be provided. We HIGHLY recommend that you have a workout partner accompany you while at the club, but it is entirely up to you. **Initial** \_\_\_\_\_

Because Physical exercise can be strenuous and subject to risk of serious injury, the Graves Enterprises LLC urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest or participant) agree that if you engage in any physical exercise or activity or use any Graves Enterprises LLC club amenity on or off premises including any sponsored club event, you do so **entirely at your own risk**. You agree that you are voluntarily participating in the use of this facility and **assume all risks of injury, illness, or death**. We also are not responsible for any loss of your personal property. **Initial** \_\_\_\_\_

This waiver and release of liability includes, without limitation, all injuries which may occur, regardless of negligence, as a result of; (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment and (c) your slipping and/or falling while in the club, or on the club premises, including adjacent sidewalks and parking areas. **Initial** \_\_\_\_\_

You acknowledge that you have carefully read this "waiver and release" and fully understand that it is a **release of liability** against Graves Enterprises LLC, its owners and operators. You expressly agree to release and discharge the club, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up and waive any right you may otherwise have to bring legal action against the club or Graves Enterprises LLC for negligence, personal injury or property damage. **Initial** \_\_\_\_\_

Note: Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this agreement will remain in full force.

X \_\_\_\_\_ **signed**  
 \_\_\_\_\_ **Print your name**  
 Date \_\_\_/\_\_\_/\_\_\_

Membership Term is \_\_\_\_\_ month (s)  
 Beginning \_\_\_/\_\_\_/\_\_\_ Expiring \_\_\_/\_\_\_/\_\_\_\*

Membership Price \$ \_\_\_\_\_ per month  
 Number of Months X \_\_\_\_\_ months  
 Total Membership Price \$ \_\_\_\_\_  
 Security Set-up Fee.....\$ 50.00

Sub-Total \$ \_\_\_\_\_  
 Sales Tax \$ \_\_\_\_\_  Cash  
 TOTAL CONTRACT PRICE \$ \_\_\_\_\_  Check  
 \_\_\_\_\_  CC  
 Less down payment \$ \_\_\_\_\_  
**UNPAID BALANCE \$ \_\_\_\_\_**

\* Month-to month memberships continue until canceled under the terms herein.

**Authorized Agreement for EFT (electronic funds transfer):**  
 I agree to and understand the following payment authorization:  
 \$ \_\_\_\_\_ per month for a period of \_\_\_\_\_ consecutive months beginning \_\_\_/\_\_\_/\_\_\_\_\_. I hereby authorize Graves Enterprises LLC to debit my account each month for my payments. I understand and agree that this authority is to remain in full force and effect until I have provided Graves Enterprises LLC written notification 30 days in advance of my intention to cancel services (60 days for month-to-month memberships). In the event I cancel my membership before the expiration date above, (unless this is a month-to-month membership) I agree to pay a cancellation fee in the amount of \$75 and authorize this fee to be debited from my account. I understand that I maintain full control and privacy of my account.

All payments are due on the \_\_\_\_\_ day of the month and are to be paid by funds electronically transferred from my account below or charged to the credit card shown below. A service charge of \$15.00 will be charged on all returned drafts and invalid credit cards. In the event of being 30 days overdue, I agree to pay all costs of collection including a reasonable attorney's fee. I agree to make payments at the agreed times and I understand and acknowledge all terms of membership and authorize debit payments as herein stated.

X \_\_\_\_\_ **signature**  
 Name of Bank \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Withdrawal Day \_\_\_\_\_ Bank ABA # \_\_\_\_\_  
 Checking Acct # \_\_\_\_\_  
 MC/Visa/AMEX # \_\_\_\_\_ code \_\_\_\_\_  
 Credit Card Expiration Date \_\_\_/\_\_\_/\_\_\_\_\_  
 Name on Card \_\_\_\_\_



# Membership Rules and Regulations

## Special Notices

Notice 1-Graves Enterprises LLC urges all members to obtain a physical examination from their physicians prior to the use of any exercise equipment or attendance in any exercise class. In recognition of the possible dangers connected with any physical activity, member hereby knowingly and voluntarily waives 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 Graves Enterprises LLC, its officers, owners, agents, employees, or instructors.

Notice 2- If by any reason of death or permanent disability, the member is unable to complete the training program, he/she and his/her estate shall be relieved from the obligation of making payment for training other than that received prior to death or the onset of disability, and that he/she has prepaid for any sum for training, that amount shall be promptly refunded.

Notice 3-No person under the age of 18 is permitted to become a member of Quick Fitness 24/7 or any other Graves Enterprises LLC center. Verifiable proof of age may be requested by the sole discretion of the club. Graves Enterprises LLC does not permit any member to bring any guest or person into the club to wait for them while the member is working out.

Notice 4-Shoplifting is a crime punishable by law. Any member bringing a non-member in during non-staffed hours is strictly prohibited and will be deemed an act of shoplifting and will be treated as such. Any such offending member may be banned from the club for life and any other offending party to such action will be banned from membership for life. Graves Enterprises LLC may also seek criminal action against such offenders.

Notice 5-While on the premises of the club, you are giving your permission to be filmed, videotaped, audiotape or photographed by any means and are granting full use of your likeness, voice and words without compensation. Member acknowledges that the premises are under constant video surveillance and the video tapes are retained for a minimum of 30 days.

Notice 6-If your bar code access key is lost or stolen, a replacement will be provided to you at \$19.99 per key.

## Quick Fitness 24/7 Club Rules and Regulations

- 1.Member agrees to be subject to the rules and regulations contained herein and will follow guidance of club staff members when they are on-site. Graves Enterprises LLC reserves the right to cancel any membership if the member fails to follow and obey the rules and regulations of the center.
- 2.24-hour access-All members should take care to prevent unauthorized entry to the club by non-members when the member enters the club during non-staffed hours. Member understands that various security and access control systems are in place to alert management of unauthorized entries into the premises.
- 3.Equipment Malfunctions-While the management and staff make a sincere effort to avoid equipment downtime or out of order status, member understands that from time to time, equipment may be out of order and will require various repair and replacement lead times.
- 4.Damage to equipment, furnishings or facilities-Member agrees to reimburse the center for any damages arising from intentionally damaging or reckless use of any equipment or systems used in the center.
- 5.Personal Property-Member understands and agrees that the center shall not be responsible for any damaged, lost or stolen personal property of any member.
- 6.Smoking-Smoking is strictly prohibited in any area of the club including interior exercise or reception areas, exterior entry areas and restrooms.
- 7.Front Counter or computer systems-no member shall be allowed behind the front counter or to use or tamper with the center computer system.
- 8.Tanning Room-No member shall use or attempt to utilize the tanning bed without prior tanning add-on memberships and when no staff is on-site.
- 9.Alcoholic Beverages-No alcoholic beverages, illicit drugs, or anabolic steroids shall be permitted inside the center at any time.
- 10.Weapons-the possession of any weapon is strictly prohibited while on the premises or parking areas.
- 11.Access Key-no member shall ever loan their access key to anyone, nor allow their access privileges to be used by another person.
- 12.No profanity is allowed in the club at anytime. Management reserves the right to have anyone who exhibits any type of disorderly conduct immediately removed from the premises.
- 13.Amending Rules-Graves Enterprises LLC reserves the right to add, change or amend the club rules at anytime with no prior notice in order to protect the quality of the membership experience..

By providing my signature, I hereby acknowledge I have read, understand and agree to abide by the above notices, rules and regulations.

Member \_\_\_\_\_ Date \_\_\_\_\_