

Anderson Island Community Fitness Center Terms and Agreements

Terms

The undersigned, hereinafter referred to as the “member” must be 18 years old. The member agrees to purchase a membership to the Anderson Island Community Fitness Center (AICFC), a Washington State 501(c)(3) non-profit organization, hereinafter referred to as “AICFC”. The members agree to the Rules and Regulations of AICFC, which shall be posted at the facility at all times.

Members must be 16 years of age or older. Those 16-17 years of age must be accompanied by a parent or guardian.

The member shall have the right to all the privileges and use of the exercise equipment of AICFC located at 10804 Eckenstam Johnson Road, Anderson Island, WA.

The rights, privileges, and obligations under this Membership Agreement are non-transferable.

In the event of a default by any member, whether it is for nonpayment or violation of the Rules and Regulations,

AICFC may, without notice, cancel this Membership Agreement, including all the rights and privileges thereto.

Cancellation of membership does not relieve the member of any delinquent monies owing for membership dues, or any property the member may have intentionally or unintentionally damaged (ordinary wear and tear excepted).

Release of Liability

As a condition of use of Anderson Island Community Fitness Center (AICFC), I, as the member, recognize that the use of the equipment and classes at AICFC may involve a risk of physical injury or death including that caused by negligence of AICFC and its agents or staff. Because of the risks involved with entering into any exercise, physical activity or other fitness program, it is advisable that I seek the advice of my physician prior to entering such activity. I, the member, hereby agree to assume this risk of injury in its entirety regardless of the cause, defect of equipment, or actions/inactions of the fitness center agents or staff.

As a condition of fitness center use, I, the member, agree that in the event of any claim for personal injury, property damage, or wrongful death pursued against AICFC, its agents or staff, do hereby and shall continue to indemnify and hold harmless, AICFC, its agents or staff from any and all such claims and cause of actions. I understand and agree that any damage or loss of personal property that I have at the fitness facility is my responsibility and that AICFC has no liability for loss or damage of personal property.

I, for myself, my heirs, successors, and executors, hereby knowingly and intentionally waive and release, indemnify and hold harmless AICFC, its Board of Directors, its agents or staff from any and all claims, actions, causes of actions, liabilities, suits, expenses (including reasonable attorney's fees) and negligence of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, property loss, paralysis, or death to me, my family members and my guests who are on the fitness center location resulting from my membership as a result of my participation in the activities on AICFC property or equipment, whether such damage, loss, property loss, injury, paralysis or death results from negligence AICFC, the AICFC Board of Directors, agents or staff, or from any other cause foreseeable or unforeseeable.

I agree that neither I, nor anyone acting on my behalf, will make a claim against, sue or otherwise maintain action of any kind against AICFC as a result of any injury, paralysis or death to me or my family members who are on the fitness center premises as a result of my membership.

Payment

Checks payable to AICFC and can be placed in the payment box located in the fitness center, or remitted electronically.

Late Fee: A \$10 late fee will be applied for any payments received after the 10th of the month. I understand that I am required to pay in advance for the upcoming month. Monthly payments are required by the 1st of each month. Dues for enrollment after the 15th of the month will be half that of monthly dues. All payments received after the 10th of the month may be charged a \$10 late fee.

A 30-day written cancellation notice is required after the initial month of the contract is satisfied. No refunds for non-use.

AICFC Rules and Regulations

1. Please do not place weights directly onto the floor. Place weights on a rack or a mat always.
2. Please return all equipment, dumbbells, and plates to their proper places.
3. When leaving the fitness center, please follow the "Lock Up Procedures" posted.
4. Members may pause their membership if they are gone for 3 months or longer.

Cancellation Policy

1. The member may cancel this agreement within (3) days of signing this agreement.

2. The member may submit a 30-day written notice to AICFC to cancel a membership.
3. Failure to pay your monthly dues may result in membership cancellation.

ANDERSON ISLAND COMMUNITY FITNESS CENTER – MEMBERSHIP RATES

If you are joining the gym as an individual, the cost is \$25.00 from the first of the month through the 15th. Couples are \$40 a month.

Any new membership signups after the 15th will be half price at \$12.50 and couples will be \$20. The following month you will be charged the full rate.

Individual Rates

1-15th of the month: \$25.00 16-End of month: \$12.50

Couples Rates

1-15th of the month: \$40.00

16-End of the month \$20.00