

1. **PROVISIONS.** The MI3 Fitness Center will provide a fully equipped exercise facility including a fitness training area with stationary bicycles, elliptical, treadmills, circuit training equipment and free weight training area. The MI3 Fitness Center and facilities may be unavailable during a period of repair and maintenance or special events, programs or private parties, or by Management's schedule for these events. **In order to keep the facility in the best possible condition a portion of the MI3 Fitness Center 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 or any family member or guest entitled to use the facilities of the MI3 Fitness Center under the terms of membership, 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 so engage or participate. The Member acknowledges and agrees that: 1) the MI3 Fitness Center will rely on the foregoing warranty in issuing the Membership; 2) the MI3 Fitness Center shall have no obligation to perform a fitness assessment or similar testing to determine the Member's physical condition; 3) if any fitness assessment or similar testing is performed by the MI3 Fitness Center, it is solely for the purpose of providing comparative data with which the Member can track progress in a program and is not for diagnostic purposes. 4) The MI3 Fitness Center shall not be subject to any claim, demand, or injury whatsoever on account of the MI3 Fitness Center's evaluation or interpretation of such fitness assessment or similar testing. 5) The MI3 Fitness Center 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 so engage or participate. Each member and guest 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 the MI3 Fitness Center shall be liable for any property damage and/or personal injury (caused by the Member, Member's Family, Guest or any other person) at the MI3 Fitness Center or any activity or function operated, arranged or sponsored by the MI3 Fitness Center. 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 MI3 Fitness Center Facilities, or participation in, the MI3 Fitness Center, activities operated, arranged or sponsored by the MI3 Fitness Center either on or off of the MI3 Fitness Center's premises by the Member, Member's Family or Guest(s) shall be AT SUCH PERSON'S OWN RISK, and the MI3 Fitness Center shall not be liable for any injuries or damages to such person, or the 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 here by expressly forever release and discharge the MI3 Fitness Center, its successors and assigns, as well as its officers, agents and employees from all such claims, demands, actions, or causes of action.

4. **SUSPENSION/TERMINATION OF MEMBERSHIP BY MANAGEMENT.** Management has the right to suspend and/or terminate any membership for non-payment of dues, fees, MI3 Fitness Center dues, or 20for behavior inimical to the enjoyment of the MI3 Fitness Center 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 this contract within three (3) business days after receipt of a copy of this contract. **Cancellation must be in writing** and delivered to MI3 Fitness Center either in person, by fax or by certified registered mail. All faxed and mailed cancellations will be dated 30 days from fax date or postmark. In the event of a three (3) day cancellation, MI3 Fitness Center will refund all dues paid (registration is non-refundable). Month-to-month members may voluntarily terminate membership at any time after their 12 month agreement for any reason by: 1) notifying the MI3 Fitness Center in writing by fax, certified mail, return receipt requested or in person 30 days prior to cancellation and; 2) paying all current charges prior to termination. You may also cancel if the Member relocates more than 50 miles from the MI3 Fitness Center and provides adequate proof of residence. MI3 Fitness Center Enrollment Fees are non-refundable except as indicated above.

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 balance.**
 2. **Suspend and/or terminate membership privileges.**
 3. **Recover from Member(s) any collection fees, court costs, and reasonable attorney's fees agreed to be 30% of the entire balance due and owing.**
 4. **Collect a service fee of \$35.00 for any check or draft payable to the MI3 Fitness Center which is not honored.**

7. **AGREEMENT AND RELEASE OF LIABILITY.** MI3 Fitness Center will provide access to the building using a barcode system. I acknowledge the supervision is not always provided at the facility. I acknowledge that use of the barcode system by someone other than myself will result in loss of membership. **Initials**

8. **ENTIRE AGREEMENT.** This agreement and Bylaws constitute the entire and exclusive membership agreement between the parties. Any promise, representation, understanding, oral or written, pertaining directly or indirectly to the agreement which are not continued herein, are hereby waived.

9. **I certify that I have received a copy of the Rules and Bylaws and have read and understand them.**

Signature of Member

Date

Witness