

HIGH JINKS FITNESS

301 W. N. MAIN
ELLSWORTH, KS

MEMBER CONTRACT

NAME: _____ PHONE #: _____

ADDRESS: _____

EMAIL: _____

EMERGENCY CONTACT: _____ Phone# _____

MEMBERSHIPS & FEES-

*****Monthly Membership Fees require Automatic Withdrawal Payment*****

*****Membership payments are automatically recurring. Once your membership contract agreement has been fulfilled, you may cancel at any time. Monthly payments will stay recurring until you formally cancel your membership.***

SINGLE MEMBERSHIP	MONTHLY PAYMENT 6 month minimum \$40.00/month	ANNUAL PAYMENT \$35.00/month	Total:
FAMILY MEMBERSHIP	MONTHLY PAYMENT 6 month minimum \$80.00/month	ANNUAL PAYMENT \$75.00/month	Total:
COUPLES MEMBERSHIP	MONTHLY PAYMENT 6 month minimum \$70.00/month	ANNUAL PAYMENT \$65.00/month	Total:

START DATE: ___/___/___

END DATE: ___/___/___

5 digit door code: _____

****This is your personal code for entry* Please do NOT share with anyone****



High Jinks Rec. Club LLC is now operating as *High Jinks Fitness LLC*. All agreements made under High Jinks Rec. Club LLC will be binding under High Jinks Fitness LLC and operate in accordance as follows:

The future location of High Jinks Fitness LLC is: 124 W. 3rd Ellsworth, Ks 67439. The location is to be used solely as the 24/7 operating fitness center and upholds all the same legal binding agreements as the existing location of 301 W. N. Main Ellsworth, KS 67439.

The undersigned ("Member"), desires to become a member of the *High Jinks Rec. Club*, and agrees to the following terms and conditions:

- 1. The High Jinks Rec. Club has a No Return/ No Refund Membership Cancellation Policy.**
- 2. PAYMENT OF MEMBERSHIP FEES.** All payments to *High Jinks Rec. Club* are final. Members will be allowed to choose a 6 Month minimum startup which is month to month after the 6th month or Yearly membership.

□ All Members will be required to fill out a Monthly Draft Payment.

- With the Monthly Draft Payment option, Member agrees to pay the then-current monthly Membership Fee each month thereafter through automatic withdrawals from an account maintained by Member in a financial institution, pursuant to a debit authorization form signed by Member.
- If a member's account has **insufficient funds** at the time of their monthly membership renewal, an additional **\$30.00 return charge** will be added to that members fee.

3. TERM. All memberships of *High Jinks Rec. Club* are either Bi-Annual or Annual, and payments are due in advance. Automatic drafts will not be cancelled without thirty (30) days written notice, either by certified mail, hand-delivery to the management of *High Jinks Rec. Club*, or by electronic means (*i.e.*, email). No refunds will apply.

4. Membership Renewal. All Memberships will be set up as recurring. This means they will be indefinite unless a member wishes to cancel after their full membership agreement term is up. In that case members will have to give notice to the High Jinks Rec. Club management at least 10 days prior to the scheduled renewal date.



5. MEMBERSHIP ACCESS. Members will be issued an access code which will entitle Members to enter the premises and enjoy the use and benefit of the facilities of **High Jinks Rec. Club** (collectively, the "Facility"). Member agrees not to allow any other person(s) access to the Facility using Member's access code or card, and Member will not allow anyone to enter the Facility along with Member. Members agree to safeguard the identity of the access code. Should Member violate any conditions of Membership Access, the membership may be revoked with no refund, and criminal prosecution may be applicable.

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

7. PERSONAL TRAINING. **High Jinks Rec. Club** offers no personal training. Should a Member wish to make arrangements for personal training with one of the other members who is a trainer or an outside trainer, such arrangement shall be solely and exclusively between Member and the trainer. *Trainer must also have a Membership with the High Jinks Rec. Club and inform owners of any training arrangements prior to the first training session.* **High Jinks Rec. Club** is not a party to any arrangement between members of **High Jinks Rec. Club** for personal training. **High Jinks Rec. Club** shall not be liable in any way for results or lack of results obtained from any personal training arrangement activities between its members. All releases and waivers of liability as outlined in Section 8 herein apply to any and all fitness activities in which Member engages, regardless of any arrangement between members for personal training. Any introduction(s) by **High Jinks Rec. Club** of a member who is a personal trainer to Member shall not be considered by Member to be an endorsement of the trainer by **High Jinks Rec. Club**. No member of **High Jinks Rec. Club** who is a personal trainer shall represent himself or herself to be an employee or an affiliate of **High Jinks Rec. Club** in any way other than as a member of the Facility.

8. RELEASE AND WAIVER OF LIABILITY. Member recognizes that there are hazards and risks connected with physical fitness training. These risks include, but are not limited to, abnormal blood pressure, fainting, heart disorders and 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. Member agrees to defend, indemnify and hold harmless **High Jinks Rec. Club** 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 Member. Member further agrees to release **High Jinks Rec. Club** and its owners, officer, agents, employees and/or affiliates from any and all liability arising out of injury to Member, and further agrees to defend,



indemnify and hold **High Jinks Rec. Club**, its owners, officers, employees and/or affiliates free and harmless from against the same. Member acknowledges that surveillance cameras are in use for the protection of the Facility, its equipment and its members. Member hereby consents to being photographed and/or recorded for such purposes.

9. RULES AND REGULATIONS. Member acknowledges that **High Jinks Rec. Club** operates under rules and regulations established for the safety and protection of its members, 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 **High Jinks Rec. Club**. Such rules and regulations in effect from time to time are incorporated into this Agreement by reference. Facilities, equipment, hours, service, regulations and policies are subject to change from time to time, without prior notice, in the sole discretion of **High Jinks Rec. Club**. Member agrees to accept such reasonable change(s) as a condition of membership. Member additionally recognizes:

a. Under no circumstances shall Member move exercise equipment or use the equipment in any manner not authorized by **High Jinks Rec. Club**. All free weights must remain in the weight lifting area.

b. All equipment shall be wiped down by Member after each use, with the supplies provided by **High Jinks Rec. Club**.

c. This membership is for Members, and **Members only**, and Members will not give access to another individual, EVER.

d. Member will not misuse the equipment.

e. All members using the gym must be at least 8 years of age. (14 years of age to use the gym alone.) Members 13 & under must be accompanied by an adult in the gym area.

f. Members 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 member. Any conduct deemed unacceptable by **High Jinks Rec. Club** in its sole discretion, to be offensive, potentially harmful, dangerous or abusive will not be tolerated, and shall be grounds for termination of Member's membership by **High Jinks Rec. Club**.

g. **High Jinks Rec. Club** shall not be responsible for any lost or stolen items.

h. Member should not occupy any equipment for an extended period of time. Member should allow others waiting to use such equipment to work into their rotation.



i. The climate of the Facility is controlled by **High Jinks Rec. Club** and is set to provide the optimum exercise environment for the majority of its members. Members shall not change or seek to change any environmental controls and shall never prop open any doors or windows to the Facility for any purpose. Doors to the facility are to remain closed and locked at all times.

10. PROHIBITED ACTIVITIES. Alcohol, drugs (including steroids), and smoking are prohibited within the Facilities fitness and workout areas. Member agrees not to use the Facility or engage in any activity at **High Jinks Rec. Club GYM** while under the influence of drugs, alcohol, or medication that may impair Member's ability to operate the equipment. No weapons of any kind are allowed. No photography, videotaping, filming or audio recording is permitted within the Facility without the express written consent of **High Jinks Rec. Club** management. **High Jinks Rec. Club** 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. We are a NON-SMOKING/VAPING facility.

11. TOWEL/ CLEANING POLICY. **High Jinks Rec. Club** provides clean towels for its members. Members will be required to wipe down any equipment that they use with cleaning supplies and towels provided by the facility.

12. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

13. HEADINGS. The headings in this Agreement are inserted for convenience only and shall not constitute a part of this Agreement.

14. BINDING EFFECT. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

15. ENTIRE AGREEMENT. This Agreement, including the schedules, lists and other documents referred to in this Agreement which form a part of this Agreement, embody the entire agreement and understanding of the parties with respect to the subject matter contained in this Agreement. 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.

16. GOVERNING LAW. This Agreement, and all documents mentioned herein by reference, shall be governed by the laws of the State of Kansas.

17. FURTHER ASSURANCES. The parties agree to execute such further documents as may be necessary, proper or convenient, for the purpose of fully effectuating the terms and conditions of this Agreement.

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18. SUSPENSION AND TERMINATION. I understand that **High Jinks Rec. Club** may suspend or terminate my membership at any time, in its sole and absolute discretion, for non-payment of Membership Fees or for violation of any of **High Jinks Rec. Clubs**

policies and procedures, and that in so doing, **High Jinks Rec. Club** assumes no further liability to adhere to the terms of this Agreement.

19. ACCEPTANCE OF TERMS. As a Member, I understand that I am entitled to use the Facility within the scope of the membership that I have selected, and that I am obligated to pay my dues and fees regardless of whether or not I use the Facility. I agree to promptly update **High Jinks Rec. Club** of any change in my contact information (including address, telephone number or email address) or change in credit information.

20. A. CHILDREN/PARENT TERMS. All children under the age of 14 must be accompanied by a parent at the **High Jinks Rec. Club**. Children under the age of 14 are strictly **NOT** allowed in the weight room and fitness portion of the **High Jinks Rec. Club**. Any child under the age of 14 must be accompanied by an adult in the front room (Rec. Center) portion of the building.

21. KITCHEN AREA. Members are allowed to use the kitchen area of the **High Jinks Rec. Club**. However, the kitchen area **MUST** be cleaned up once the member is finished using it. Be respectful and use good judgement.

22. Security- Our facility has a 24/7 Video Surveillance Security System which will be recording at all times.

I certify that I have read the foregoing Membership 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 Membership Agreement has been provided to me.

Member's Signature

Print Name

Date:_____

Parent Signature (**Members under 18**) _____ Date:_____



Family-Couple-Corporation
Memberships

Please fill out the following information for all individual(s) who will be under your Membership Contract.

Name: _____ ***Relationship:*** _____ ***Age:*** _____

By signing below you authorize the above listed individuals to be under your membership and contract. All Rules and Regulations under the High Jinks Rec. Club LLC will be followed by said Individuals. You will take full responsibility for individuals listed above.

Signature: _____

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DIRECT PAYMENT VIA ACH AUTHORIZATION

I authorize _____, hereinafter called "Company," to initiate debit entries to my account indicated below and the Financial Institution named below, hereinafter called "Financial Institution," to debit the same account. I acknowledge that the origination of ACH transactions to my account must comply with U.S. law.

Account Details

Financial Institution Name: _____

City: _____ State: _____ Zip: _____

Routing Number: _____ Account Number: _____ Type of Acct: Checking
 Savings

Payment Details

Fixed Payment

Dollar Amount: \$: _____

Frequency: Daily Weekly Monthly Per Statement Due Date

Variable Payment

Amount shown due on Invoice or Statement

This authorization is to remain in full force and effect until Company has received written notification from me (or any authorized account signer) of its termination in such time and manner as to afford the Company a reasonable opportunity to act on the request.

Print Individual Name: _____ Signature: _____

Individual ID Number, if applicable: _____ Date: _____

If checked, attach a copy of a voided check or proof of account ownership to this form