



www.synergyhandf.com
 205 Graceland Dr. Suite 8
 Dothan, AL 36305
 (334)699-5433

Member #		Date of Contract	
Card Code		Expiration Date	
		Salesperson	

MEMBER INFORMATION			
Name	Date of Birth	Email	
Address	City	State	Zip
Home Phone	Cell Phone		
Employer	Employer Phone		

SPOUSAL INFORMATION	
Name	Date of Birth
Address	
Home Phone	Cell Phone
Employer	Work Phone

EMERGENCY INFORMATION			
Name	Relationship	Home Phone	Cell Phone

MEMBERSHIP INFORMATION
Membership Type
<input type="checkbox"/> Single Year <input type="checkbox"/> Single Monthly <input type="checkbox"/> Family Year <input type="checkbox"/> Family Monthly <input type="checkbox"/> Corporate <input type="checkbox"/> Military

FAMILY MEMBER INFORMATION	
Name	Date of Birth

PAYMENT INFORMATION	
Enrollment Fee	
Payment Due	
Total Amount Due	
Form of Payment	<input type="checkbox"/> Cash <input type="checkbox"/> Check # _____ <input type="checkbox"/> Credit Card

EFT REQUEST INFORMATION		
I _____ authorize my bank to make payments by method indicated below to Synergy Health and Fitness.		
Bank Name	Routing #	Account #
Credit Card Name	Account #	Expiration
Signature	Date	

GENERAL PROVISIONS

1. General Right of Recision: You have the right to cancel this membership contract, penalty free, within three (3) days of entering into it by giving Synergy Health and Fitness, Inc. ("Synergy"), written notice of such cancellation. Upon receiving such notice, Synergy will refund all monies paid to us under this contract except the membership dues for the day(s) since the contract was made.
2. Cessation of Business: You may cancel this contract if Synergy goes out of business by giving Synergy written notice. Upon receiving such notice, Synergy will refund funds paid in an amount computed by dividing the contract price by the number of weeks remaining in the contract's term.
3. Disability: If you become totally and permanently disabled during the membership term following the date of the contract, you may cancel the contract by written notice. Upon receiving such notice, Synergy will refund funds paid in an amount computed by dividing the contract price by the number of weeks remaining in the contract's term. Synergy has the right to require reasonable notice of such disability. "Total and permanent disability" means such disability as would prevent you from using Synergy's facilities.
4. Death: If you die during the term of this contract, your estate may cancel this contract by written notice. Upon receiving such notice, Synergy will refund funds paid in an amount computed by dividing the contract price by the number of weeks remaining in the contract's term. Synergy may require reasonable notice of death.
5. Restriction on Cancellation or Assignment:
 - a. You understand that you have signed this contract. Your failure to use the membership and utilize programs and facilities does not relieve you of your liability for payment, regardless of the circumstances, other than those described above.
 - b. This Membership is non-transferable, non-assignable, non-refundable and non-cancelable, except as provided in this contract.
6. WARNING: If you have a history of heart-related disease, you should consult a physician before purchasing a membership. A person entitled to membership privileges under this contract who has a history of heart-related disease also should consult a physician before utilizing Synergy's programs and facilities.
7. Indemnification and Release: It is expressly agreed that all use of the fitness facilities shall be undertaken by a member at his or her sole risk. It is further agreed that, by signing this contract, the signing member hereby releases, holds harmless, and agrees to indemnify Synergy from all liability for any injuries, damages, or other losses to the member, any other member, or any guest, or to the property of such members or guests, including but not limited to those damages resulting from acts of active or passive negligence by the member, related in any manner to the member's use of the fitness facilities, and it is agreed that the Synergy shall not be responsible or liable in any event for loss or damage to any property of the member, any other members, or their guests, including their automobiles and the contents thereof. It is also agreed that any losses or damages to the club facilities or property, or to property of any member by another member or his guest, is the sole responsibility of the offending member, and such offending member, by execution hereof, agrees to indemnify and hold harmless from such losses or damages.
8. Application of Payments: Synergy will apply all payments received to pay the installments in the order in which they are to be paid.
9. Applicable Law: Alabama state law governs this contract.
10. Severability: The provisions of this contract are severable. If any provision of this contract is declared unenforceable, it is the intention of the parties to this contract that the remainder of the contract will be valid and enforceable.

RULES AND REGULATIONS

1. Members should have permission of their primary care physician before starting any type of exercise.
2. Members agree that any use of the club's facilities shall be done at their own risk.
3. Children under the age of 14 are not permitted anywhere in the club without parental or instructor supervision
4. All members are required to sign in at the front counter upon entering the club.
5. Only authorized staff members are allowed behind the front desk.
6. Members are invited to bring or send a person to the club. The guest may come in one (1) time free of charge. Two (2) additional visits are permitted with a guest fee to be determined by Synergy.
7. Proper workout clothing is required in the club. Men are required to wear gym shorts or pants with a t-shirt. Women are required to wear appropriate gym shorts or pants and top. Soft-soled, closed-toed shoes with socks are required at all times. Please ensure that the bottoms of shoes are clean before entering.
8. The club, the corporation owning the club, and agents and employees of both shall not be responsible for any damaged, lost, or stolen items.
9. All tobacco products, alcohol, nonprescription medication (including anabolic steroids) are prohibited inside the club.
10. Free weights, including plates and dumbbells, must remain on rubber mats at all times. After using dumbbells and weights members must re-rack them in their designated area.
11. Members are not to drop dumbbells or plates or exhibit any behavior that may jeopardize the facility, equipment, or safety of other members.
12. After using any equipment (including benches, machines and cardio machines) members must wipe off any sweat etc. If unable, staff will be happy to assist.
13. Inappropriate or offensive language, as determined by Synergy staff, or yelling, will not be tolerated anywhere in the club.
14. Classes are subject to cancellation and/or change upon the discretion of the club staff.
15. Personal Training is available but not included in membership.
16. Café products are for sale and are on a self-serve basis. Members are to exhibit honesty and are expected to pay for any items consumed.
17. Operating schedules will be subject to change from time to time, according to periodic postings at the club. The club may be closed on certain holidays.
18. If the club is unavailable, the club reserves the right to extend the member's membership time.
19. Failure to attend the club or use facility will not relieve a member of any liability of payments.
20. Members are expected to comply with all rules and regulations upon acceptance of this contract.
21. Membership is nontransferable and cannot be transferred to another name or cancelled.
22. If a check, draft, or order for payment from any bank is not honored by the bank, the club will add a fee of \$20.00 or the amount equal to the actual charge by the depository institution for the returned item to the unpaid balance under the contract.
23. In the event of a violation the above rules, regulations and restrictions, as determined by Synergy in Synergy's sole discretion, Synergy may terminate your membership.
24. The club reserves the right to add or change any rules, regulations or restrictions, and such changes shall be retroactive to this contract.

Signature: _____ Date: _____