



**MEMBER ASSUMPTION OF RISK AND RELEASE**

I understand the risk of injury from CLUB activities and using any CLUB equipment is significant, including the potential for permanent paralysis and death. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown. I acknowledge that this is an UNSUPERVISED FITNESS CENTER and I assume all risks associated with using exercise equipment and exercising alone without the aid and presence of CLUB staff on the premises. I understand that Evolution 24-hr Fitness is independently owned and operated by Pyramid Property Management and Development LLC. and Evolution 24 Hour Fitness L.L.C. I HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CLUB, EVOLUTION 24-HR FITNESS AND EFIT FINANCIAL, their respective owners, officers, affiliates, agents, and employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct any sponsored event (Releasees), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES or otherwise, that may arise out of or in connection with my using any of the equipment or the facilities of the CLUB or any incident that occurs while using the CLUB's facilities or engaging in CLUB activities on or off the premises or otherwise related to my CLUB membership. I expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of Indiana and if a portion of this release is held invalid, the balance shall remain in full force and effect. This release shall apply to my heirs, assigns, personal representatives and any other next of kin. I understand that the CLUB is relying on this release in agreeing to enter into this Agreement.

I HAVE READ THE RELEASE OF LIABILITY AND ASSUMPTIONS OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITH OUT ANY INDUCEMENT.

**ADDITIONAL TERMS AND CONDITIONS – I hereby confirm that I am aware of and agree to the terms and conditions on both the front and the back of this document.**

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

Member Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Guest Signature \_\_\_\_\_ Date \_\_\_\_\_

Guest Phone Number \_\_\_\_\_

Guest Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Guest email \_\_\_\_\_

### SUMMARY OF MEMBERSHIP POLICIES

1. MEMBER, by executing this Agreement, does hereby join the CLUB and such membership entitles the MEMBER to use the facilities. The MEMBER is entitled to use the facility only and MEMBER shall be required to provide MEMBER's own athletic equipment and clothes. The MEMBER will be subject to additional charges for and including, but not limited to, the use of tanning beds (if applicable). The MEMBER may also be charged for purchases through the use of their key or account number.
2. MEMBER must present upon entering the CLUB his/her membership card. MEMBER agrees that MEMBER may be denied access to the club without his/her membership card.
3. MEMBER agrees to abide by all membership regulations of the CLUB. MEMBER agrees to comply with stated and customary rules for participation and use of equipment. Unless cancelled as provided in this Agreement, MEMBER will be responsible for all payments due and owing under this Agreement, even if MEMBER does not use the CLUB's facilities and services. However, in the event of death or disability, liability for fees will terminate as of the date of death or disability. If the CLUB becomes temporarily unavailable due to an event such as fire, flood, loss of lease, or the like, we will extend the MEMBER's membership privileges for the period the facilities were unavailable.
4. If MEMBER violates this agreement and the terms contained therein or any of the rules and regulations for use of the facility, the CLUB may suspend the MEMBER's right to use the facility until such time as the MEMBER provides the CLUB with reasonable assurance of future compliance. During the period of any such suspension, the MEMBER shall not be entitled to a credit for any prepayment of dues or other fees due or paid pursuant to this Membership Agreement. In the event MEMBER continues to violate the terms of this Agreement or the rules and regulations governing the facility, the MEMBER's membership may be terminated by the CLUB, and the balance of the contract declared due and payable in full immediately.
5. MEMBER agrees that he/she shall not engage in any type of commercial or business activity while using the facilities. MEMBER shall not act as a trainer for any other MEMBERS or guests and any acts which constitute such business activities are strictly forbidden. If MEMBER engages in such commercial or business activities MEMBER's membership shall be subject to immediate cancellation and the balance of the contract declared due and payable in full immediately.
6. MEMBER agrees that MEMBER shall abide by the CLUB dress code at all times while using the facilities. Do not wear blue jeans or any pants/shorts that have blue jean type seams or rivets. Flip-flops or bare feet are not allowed in the CLUB.
7. MEMBER agrees that MEMBER shall not use loud or profane language upon the CLUB premises nor shall MEMBER molest, badger, assault or harass other CLUB MEMBERS, guests or employees. If MEMBER engages in such behavior, MEMBER's membership shall be subject to immediate cancellation, and the balance of the contract declared due and payable in full immediately.
8. MEMBER understands that the CLUB prohibits the use of any drugs or steroids and MEMBER agrees not to use any drugs or steroids on the CLUB premises. MEMBER acknowledges and is aware that steroids can cause numerous physical, mental, and emotional problems relating to physical maturity and growth and may cause heart disease, strokes, liver dysfunction, sterility and infertility, and many other adverse health problems. MEMBER recognizes and acknowledges that there are serious criminal and civil penalties for the illegal possession, sale, use, trading, or exchange of steroids and no such activity is allowed upon CLUB premises.
9. MEMBER agrees that if MEMBER fails to use the CLUB facilities that shall not release the MEMBER from the obligation to make all payments required by the terms of this Membership Agreement.
10. Arbitration: All disputes (except small claims under \$1000) will be settled by binding arbitration before single arbitrator under the authority of the Federal Arbitration Act, conducted by and in accordance with the rules and procedures of the American Arbitration Association. The arbitration will take place in the county in which this CLUB is located unless otherwise agreed. The decision of the arbitrator will be final and binding on all parties and may be enforced by a judgment entered upon the arbitration award by any state or federal court in this state.
11. Should this Agreement be placed in the hands of an attorney for the violation of any provision contained herein, the parties agree the CLUB shall be entitled to recover all costs and expenses resulting there from, including a reasonable amount as attorney's fees.
12. The parties hereby agree that the whole agreement between the parties relating to the subject matter hereof is contained in this Agreement and shall supersede any prior understandings, agreements, commitments, or undertakings of the parties, whether written or oral, express or implied.
13. This Agreement may not be amended or modified except by an instrument in writing executed by the parties hereto.
14. MEMBER authorizes the CLUB, eFit Financial and Evolution 24 hr Fitness to contact them by e-mail or telephone.
15. The CLUB retains the right to modify these policies without warning. Reasonable rules and regulations may be posted in the Membership Guide or at the CLUB from time to time and all MEMBERS shall be subject to strict compliance therewith. The most current copy of the Membership Guide can be found at the CLUB or at the CLUB's website.

### SAFETY NOTICES

- This facility is under 24-hour recorded video surveillance and MEMBER access card usage is logged.
- MEMBERS may not bring in guests at any time without the prior written consent of the facility staff. Furthermore, if this policy is violated, at the sole discretion of the facility management, the MEMBER may be charged a guest fee and/or have their membership suspended or cancelled, the balance of the contract due and payable in full immediately, and be assessed a penalty of up to \$250.00. MEMBERS may not allow anyone else to use their access card and must alert the CLUB immediately if lost or stolen. Violating this policy carries the same penalties as violating the guest policy.
- MEMBERS who do not have their key access card will not be allowed into the facility during non-staffed hours, nor should they expect for anyone else to let them into the facility.
- Personal training services provided in this facility may be provided either by employees or by independent contractors operating their own business. Regardless, all payments for personal training services are to be made to Evolution 24-hr Fitness, who will pay the trainers as the services are provided.
- All MEMBERS have access to a free orientation to the facility and the proper use of its equipment. It is the MEMBER's responsibility to request this orientation.
- It is each MEMBER's individual responsibility to wipe down the equipment and re-rack the weights they use.
- MEMBERS are hereby required to use the safety features of the equipment. If a MEMBER is unsure of how to use a machine, he/she should obtain instructions from the staff or personal trainers.
- MEMBERS are responsible for understanding how to operate the panic alarms and agree to use them only in case of an emergency.
- Horseplay, vulgar language, abuse of the equipment, working out while intoxicated, or other inappropriate behavior will not be tolerated and may result in the suspension or cancellation of the offending MEMBER's membership, and the balance of the contract being declared due and payable in full immediately.
- Cell phones are not permitted in the cardio area. Photography and/or videography are not allowed anywhere in the CLUB.
- Age Requirements – Persons under the age of 18 are not permitted in the club.