



## Waiver of Liability Additional Terms and Conditions

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_ DOB \_\_\_\_\_

In Case of Emergency, please notify the following person:

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Phone \_\_\_\_\_

- All members shall purchase a card/fob at an additional one time price of \$10.
- Membership dues must be paid in full.
- No refunds on unused memberships.
- Memberships may be suspended for violation of the CRAF Center's policies and regulations.



## Waiver of Liability Additional Terms and Conditions

### ASSUMPTION OF RISK

YOU, THE MEMBER, AGREE THAT YOU ARE AWARE THAT YOU ARE ENGAGING IN PHYSICAL EXERCISE INCLUDING THE USE OF EXERCISE MACHINES, FREE WEIGHTS, AND OTHER CLUB FACILITIES AND TRAINING INSTRUCTION, WHICH COULD CAUSE INJURY TO YOU. YOU ARE VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES AND ASSUME ALL RISK OF INJURY THAT MAY RESULT, WHETHER YOU OR SOMEONE ELSE ARE INVOLVED. YOU HEREBY AGREE TO WAIVE ANY CLAIMS OR RIGHTS YOU MAY OTHERWISE HAVE TO SUE THE CRAF CENTER, ITS EMPLOYEES, OR AGENTS FOR INJURY TO YOU RESULTING FROM SAID ACTIVITIES. YOU AGREE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND FULLY UNDERSTAND IT IS A RELEASE OF LIABILITY. THE CRAF CENTER WILL MAKE NO EVALUATION OR RECOMMENDATION TO DETERMINE IF YOU ARE FIT FOR ANY EXERCISE OR ACTIVITIES. YOU SHOULD ALWAYS CONSULT YOUR PHYSICIAN BEFORE COMMENCING IN A PHYSICAL EXERCISE PROGRAM. YOU FURTHER AGREE TO RELEASE CRAF CENTER FROM ANY LIABILITY FOR ANY LOSS OR THEFT OF PERSONAL PROPERTY.

### ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

**1. LAW APPLICABLE:** MICHIGAN State law governs this membership agreement, **2. INVALID PROVISIONS:** If any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement will be valid and enforceable. **3. ENTIRE AGREEMENT:** This agreement comprises the entire agreement pertaining to membership and no other agreement of any kind, verbal or understanding, or promise whatsoever will be recognized or binding on us. **4. DUES ADJUSTMENT:** Monthly dues are subject to periodic adjustment upon thirty (30) days advance notice. Dues cannot be raised more than once each calendar year. The obligation to pay dues is not dependent upon the availability of the CRAF Center's facilities or the member's usage of such facilities. Repair or maintenance may, at any time, make it necessary for CRAF Center to restrict the use of, for a temporary period, its facilities. Power outage, weather, or other acts of nature may cause a restricted use of the facility. **5. NONTRANSFERABLE:** All memberships are nontransferable between members. **6. SIGNER(S) OR AGREEMENT:** If you are signing this agreement, you are individually responsible to fully uphold the obligations under this agreement. It is your responsibility to know whether this agreement is in default or that payments have been missed. We are not responsible for notifying you of late payments or any default proceedings unless required to do so under applicable law. **7. DELINQUENT ACCOUNTS:** Any account which is more than thirty (30) days past due, may result in member losing all member privileges. If the financial obligations of any member of the CRAF Center are delinquent, the CRAF Center may at its option take whatever action it deems necessary to effect collection. If late payments are made, the membership dues will be back dated to the original due date. **8. COLLECTION COSTS:** If the member fails to pay when due any portion of the Initiation Fee, accrued dues, or any other charges, he or she will pay all costs incurred CRAF Center in collecting such amounts, including, without limitation, reasonable attorney's fees, court costs, and collection agency fees equaling 50% of the delinquent balance. **9. INDIVIDUAL PERSONAL GUARANTY:** I, the undersigned personally guarantee prompt payment of any obligation. It is understood that this guaranty shall be absolute and continuing for such indebtedness incurred to CRAF Center. **10. EQUIPMENT INCLUDES:** Free weights, weight machines, and cardiovascular exercise equipment. You are responsible for use of equipment in accordance with CRAF Center rules. **11. SERVICES INCLUDE:** Showers, lockers, "Basic" group exercise classes and initial exercise orientation by appointment. **12. SIGN IN:** All members upon entering CRAF Center are required to utilize his/her membership card/key fob in order to gain access into the CRAF Center. **13. FAMILY POLICY:** Paying adult members are permitted to bring THEIR IMMEDIATE FAMILY (children) as a guest into the facility during their time of work out. Family policy utilization is at the discretion of the CRAF Center management. Children are the responsibility of the parents, are NOT to be left unattended or in unauthorized areas. Failure to recognize these restrictions may result in membership dismissal. **14. MEDICAL ANALYSIS:** Member hereby represents and warrants that he/she is physically sound and that he/she has medical approval to proceed with a normal routine of exercises. The CRAF Center is relying on the determination of member and member's physician as to a member's fitness to use the facility and equipment of the CRAF Center and participation in a physical exercise program. **15. DAMAGES TO FACILITIES:** Member agrees to pay an extra charge for damages arising from any careless use of equipment or dropping of weights, etc. caused by the member. Should the CRAF Center be closed and completely unavailable for the member's use due to damage by fire, act of god, catastrophe or accident, maintenance repairs, or any other reason, at the sole option of the CRAF Center member's membership will be extended for a period of time equal to the time of such unavailability. **16. RIGHT TO TERMINATE OR CHARGE SERVICES, RATES AND FACILITIES:** It is agreed by member that the CRAF Center at its sole and absolute discretion, may cancel member's membership for any violation of the CRAF Center regulations and policies. It is further agreed that all regulations, policies, facilities, services, hours, rates, annual or monthly dues, member's fees and charges, are subject to change at any time, without notice, at the sole discretion of the CRAF Center. **17. WORKOUT ATTIRE:** Appropriate workout attire and shoes must be worn at all times on the premises. No flip flops, sandals or open-toed shoes allowed in the weight room or cardio areas. Appropriate athletic shoes are required. No cut offs allowed. Shirts must be worn by all members. **18. PERSONAL PROPERTY:** It is understood and agreed that the CRAF Center and its owners, agents and employees are not responsible for lost or stolen articles of any personal property, any items left on premises for thirty (30) or more days may be subject to donation at charitable organizations. **19. RULES, REGULATIONS AND POLICIES:** As provided and as posted in the CRAF Center membership agreement, members are obligated to observe and comply with the same. Reasonable changes, if necessary, regarding the health, protection, or safety of members may be posted from time to time at the CRAF Center. All membership agreements will be subject to strict compliance. The CRAF Center may suspend or cancel the membership and deny all use of club facilities to any member whose actions are disruptive, abusive, or interfere with normal club activities or staff. Suspension or cancellation of membership shall be at the sole discretion of management. Failure by member to comply will permit the CRAF Center to cancel member's membership. **20. MEMBERSHIP DEFINITIONS:** The "Term" membership entitles the individual the use of the CRAF Center for the period of time shown on the front of this agreement. There are no renewal rights other than the current rates for "Term" memberships being offered by the CRAF Center at the time of the renewal. **21. MEMBERS WILL NOT PERFORM OR RECEIVE** any personalized training with any other members or non-members. **22. CHANGE OF ADDRESS, PHONE OR NAME:** All members must immediately notify the CRAF Center of any changes of address, phone number, legal name or emergency contact. **Failure to do so will be deemed to have waived any notice provided for under these regulations.** **23. LOCKERS:** A complimentary locker may be used by members on a day-to-day basis, as lockers are available. Locks left on lockers overnight will be removed and contents donated to charity after thirty (30) days. A limited number of lockers may be available on a monthly rental basis. Please check with the front desk receptionist for further information on availability and rates. **24. MEMBERSHIP CARDS:** Your initial card or key fob is a onetime \$10 purchase a membership card/fob may not be used by any other person other than the member to whom it is issued. Membership cards must be presented at the reception desk in order to access the CRAF Center. If a card is lost, you must notify the CRAF Center so the card can be deactivated and replacement card will be available for \$10. Sharing of membership card/fob is grounds for membership cancellation. **25. DEFERMENT OF MEMBERSHIP:** A senior/military member may place their membership on hold if member is out of the area for no less than four (4) weeks and up to six (6) months. Members shall inform management of the time frame gone and membership shall resume one day after date of resumption. This needs to be arranged in advance and not retroactively.

Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_