



**Turning Point Fitness**  
**37 South Main Street, Suite F**  
**Williston, FL 32696**  
**(352) 528-5050**  
**Turningpointfit@gmail.com**

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## **Membership Contract**

### **Terms of Use of the Turning Point Fitness Site, Grant of License, Disclaimers of All Warranties**

This is an agreement by and between you and Turning Point Fitness, a fitness center. This is a legally binding agreement. This agreement governs your use of the Turning Point Fitness Site and/or any equipment found therein. If you do not agree to the terms and conditions set forth below, your sole remedy is to immediately cease your use of this fitness center and related services.

### **Disclaimer of Warranties**

You understand that exercise may be a risk to physical health and safety if not done properly can most certainly lead to injury and possibly prolonged damage to your physical/mental condition. You further understand that it is a Turning Point Fitness recommendation that you consult a physician prior to using any equipment on the premises, engaging in any exercise program or activity, or undertaking any food or diet programs, whether or not such program is recommended by Turning Point Fitness. You understand that neither Turning Point Fitness nor the advice of any member of the Turning Point Fitness personnel is substitute for medical advice.

Turning Point Fitness is a self-service, non-staffed center. Use the center and the equipment at your own risk. It is your responsibility to learn how to use the equipment in a safe and reasonable manner.

You must be at least 16 years old to qualify for membership. Parent must sign and return consent form on behalf of the minor before membership can begin.

### **Membership Rates**

Sign Up Fee is \$10, plus first month rate which will be pro-rated for anyone who signs up after the 16<sup>th</sup> of that month.

Monthly Rate is \_\_\_\_\_ Plus Tax

NO REFUNDS if you pay in advance and cancel your membership early.

### **Billing for Monthly Dues**

Payment is due on or before the first of the month. Payment for this and for continued monthly access will be made using a credit card number or a checking account number that you provide. You can make payments ahead of this date by other means if you wish.

\*\*\*If the card or banking information that you have provided is invalid for any reason, then a \$10 late fee per person will be added to the total amount due at the time. If we cannot collect funds for more than 7 days, then your keyless entry will be shut off and you will not be able to access the site.

### **Keyless Entry**

Turning Point Fitness requires a keyless entry to access the gym. When members sign up they will be issued a Key FOB, which will have a sensor to unlock the door. Each member will be given one Key FOB, and it is for their personal use only. If it is discovered that someone other than the member issued the Key Fob is using it, there will be an automatic suspension of the account. Under no circumstance should anyone use another members Key Fob unless with the express permission of the owner.

### **Key FOB Lost, Damaged or Stolen**

If key FOB is lost or damaged there will be a \$10.00 replacement fee. Members will need to call or email as soon as it is discovered the Key Fob is missing. An appointment to give you the new key FOB will be made. Your old key FOB will be deactivated. If your

key FOB happens to be stolen, please contact as soon as possible. We will monitor if it is being used. Again, we will deactivate it immediately upon notification.

### **Misuse of Key FOB**

If you are caught allowing another person to use your Key FOB to gain access to the gym without authorization from Turning Point Staff, it will be followed by cancellation of membership, deactivation, and you will no longer have access to the gym.

### **Cancellation and Refund Policy**

Memberships are open-ended contracts and you may cancel your membership by returning your key FOB to Turning Point Fitness staff and sign a membership cancellation form **before or on the first of the month to avoid being charged**. At that time Turning Point Fitness staff will cancel your membership.

If your key FOB has been lost or stolen, then you must pay a \$10 fee and sign a membership cancellation form.

**NOTE:** If you want to cancel your membership and do not want to be charged for the next month, return your key FOB **before or on the first of the month**.

NO REFUNDS will be given for unused membership if you choose to pay more than one month in advance. Turning Point Fitness will not be held responsible for any bank overdraft charges you incur due to our drafting the membership dues.

### **Release and Assumption of Risk Agreement**

I am aware of the membership rate offered for sale by Turning Point Fitness. I realize that Turning Point Fitness would honor all the foregoing submitted material and understand my rights of not signing if there are any unfilled blanks, my rights of cancellation and refund policies are listed in the contract. I further realize that I must obey the Rules of Turning Point Fitness, and that Turning Point Fitness has reserved the right to refund the pro rate cost of any unused services and remove me from the facility at anytime that my actions violate the rules of Turning Point Fitness.

It is expressly agreed that all exercises shall be undertaken at my sole risk and that Turning Point Fitness, its owners, employees, and agents shall not be liable to me for any claims, demands, actions or causes of action whatsoever, or to my personal property arising out of or connected with the use by me of the services and facilities of Turning Point Fitness. I acknowledge that Turning Point Fitness is a 24-hour facility and that staff may not be on duty at all times. I do hereby expressly forever release and discharge Turning Point Fitness from all such claims, demands, injuries, damages, actions, or causes of actions.

By signing this contract, I agree that Turning Point Fitness shall not be held liable for any injury or loss incurred whatsoever while using this fitness facility, either due to human negligence or due to equipment malfunction.

### **Gym Rules**

Your key FOB is your pass to be here.

Keep machines clean. Please wipe down after use and put weights back on racks.

Please keep lights on. Do not turn off lights in the workout area.

Keep your shirts on.

**NO KIDS ALLOWED ON THE MACHINES OR IN THE WORKOUT AREA.**

Please report any misuse or damaged machines to (352)857-3175

**I have read and understand and voluntarily submit the foregoing Release and Assumption of Risk Agreement, and I have received a copy of this contract and release agreement. This constitutes the entire agreement between Turning Point Fitness and the member.**

**NOTICE: Do not sign this contract unless you have read it all.**

**New members MUST INITIAL the following:**

\_\_\_\_\_ I understand this membership allows access to the gym for me only. No other friends or family are allowed to use the facility unless they are paid members.

\_\_\_\_\_ I understand that my membership will only be cancelled when the key FOB is returned to Turning Point Fitness staff and a membership cancellation form is signed. This must be done before or on the first of the month. No refunds will be given if the key FOB is turned in late.

\_\_\_\_\_ I understand that if my card or bank information is incorrect or invalid for any reason, then a \$10 late fee will be applied to the amount due.

Start Up:

Membership Start Fee for NEW members is \$10 plus the first month rate. It will be pro-rated for anyone who signs up after the 16<sup>th</sup> of that month.

If you have cancelled your membership previously, you are considered a new member.

Regular monthly payment is due before or on the 1<sup>st</sup> of the next month.

Monthly Rate: \_\_\_\_\_ plus tax per month.

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

Print Name: \_\_\_\_\_

**Continued non-payment of membership dues is fraud. Turning Point Fitness may press charges for theft of services with the police if this is not resolved immediately.**

**Parent must sign ONLY IF NEW MEMBER IS UNDER 18:**

I understand that I am signing this agreement on behalf of my minor child and shall be held responsible for its rules and responsibilities.

Signed: \_\_\_\_\_ Print: \_\_\_\_\_

\*\*\* This page to be kept on file by Turning Point Fitness \*\*\*