

# G7, Inc.

311 East Main Street  
Central, South Carolina 29630  
864.639.7777  
G7inc@bellsouth.net

## MEMBERSHIP AGREEMENT

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Street: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
DOB: \_\_\_\_\_ Male  Female  Student (Y/N): \_\_\_\_\_

### TERMS OF MEMBERSHIP

Beginning Date of Membership: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Membership Cost: \_\_\_\_\_ Proximity Access Card Cost: \$15 Payment Type: \_\_\_\_\_

### THE CUSTOMER'S RIGHT TO CANCEL

You may cancel this membership agreement by sending notice of your wish to cancel to the seller before midnight of the third business day after you sign the Membership Agreement form. Business day shall mean: Monday through Friday excluding state holidays and federal holidays. This notice must be sent certified mail and delivered to:

G7, Inc. • 311 East Main Street • Central, South Carolina 29630 • 864.639.7777

Within thirty days of receipt of this notice, the center shall return any payments made and any note or other evidence of indebtedness. If you use the seller's facilities or services, the center may deduct a reasonable fee from the payments being returned based on the actual fee paid divided on a pro rata share by the number of days used by the customer.

In addition, you or your estate may cancel this Membership Agreement and any related retail installment contract at any time by written notice to the seller at the above address if the following circumstances occur:

- a) The customer's death;
- b) Substantial physical disability certified by a physician, which makes it permanently impossible for the customer to use the seller's services;
- c) The customer's relocation over fifty (50) miles from an outlet operated by the seller, if the seller is unable to arrange for the customer's use of another facility with equivalent major facilities and services.

The seller may require presentation of information to substantiate that one of these circumstances has occurred. If the Membership Agreement and any retail installment sale contract are cancelled because of death, disability, or permanent change of residence, the seller shall return any note or evidence of indebtedness and unearned prepayments as follows: for each month that the Membership Agreement was in effect, the seller is entitled to the rate a month or a treatment which it would have been charged if the Membership Agreement had initially been one for the number of months or the number of treatments for which the Membership Agreement was actually in effect. The rate is to be determined from a fee schedule in effect on the date of the Membership Agreement.

The right of cancellation shall affect only the financial obligations under the Membership Agreement and any retail installment sale contract and the customer's right to use the seller's physical fitness services.

Do you have any health related or physical limitations that would prevent you from participating in an exercise program at the seller's facility?

Yes  No  If "Yes", please explain: \_\_\_\_\_

### AGREEMENT

The undersigned ("Member") acknowledges that he or she desires complete and full use of the facilities of G7, Inc. ("Gym") located at 311 East Main Street, Central, S.C. 29630, in consideration of the purchase of this membership and this agreement and payment thereof. The Seller hereby agrees to give the member full use of gym facilities during regular business hours for a period of \_\_\_\_\_ months, beginning \_\_\_\_\_. This membership will expire on \_\_\_\_\_.

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
G7, Inc. Representative

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## RULES & REGULATIONS

The member warrants that he/she is in good physical condition and has no disability, impairment, or ailment which would be adversely affected by the participation in a physical conditioning program or by use of the facilities or services provided at G7, Inc. The member understands that the available equipment may require instruction relating to proper and safe use, and that the member assumes any risk of loss or injury associated with improper use of equipment without said instruction. Member is strongly advised to seek advice of a physician prior to actively engaging in strenuous physical exercise.

### WAIVER OF LIABILITY

Member shall participate in physical conditioning programs and/or use any G7, Inc. facilities, service, or equipment at his/her own risk. G7, Inc. shall not be liable for any damages for personal injuries sustained by any patron in, or about the premises of G7, Inc. Customer does hereby release and discharge G7, Inc. from any and all claims, demands, or actions, arising out of use of or intended use of its facilities, services, or equipment, including, without limitation any claim for personal injuries resulting from or arising out of negligence of G7, Inc., its owners, affiliates, agents, or employees, or any other person at G7, Inc.

### MAINTENANCE & FACILITIES

G7, Inc. may be temporarily closed for a one week period each year for maintenance purposes. G7, Inc. also reserves the right to close on public holidays. Should the facilities be unavailable for the members use at any time, due to damage by fire, act of God, catastrophe, accident, or other reasons beyond the control of G7, Inc., the membership term will be extended for a period of time equal to the time of such unavailability.

The facility incorporates a proximity card access control system. Members are advised that video monitoring & recording of exercise, common areas, and exterior spaces will be performed and archived for member's safety and protection.

### PERSONAL PROPERTY & VALUABLES

G7, Inc. shall not be liable for the loss or theft of, or damage to, the personal property of any G7, Inc. member.

### TERMS

By tendering this application for membership, the person whose signature appears below agrees to abide by all Rules and Regulations in effect and as may be amended at any subsequent date.

- 1) Each member shall be required to purchase a Proximity Access Card (PAC) in conjunction with their initial membership. A separate fee will be charged for each new or replacement PAC. The PAC purchase is a one time fee as long as the member keeps the PAC in their possession. Members are responsible for the care and keeping of their assigned PAC. The member is responsible for reporting any lost or damaged PAC to the management of G7, Inc.
- 2) Membership privileges are extended to each individual named in this corresponding membership agreement and by associated valid Proximity Access Card. Members may **NOT** lend their PAC to another person for the purpose of access to G7, Inc. Any effort to defraud G7, Inc. by such means will result in the revocation of membership privileges of the original PAC holder.
- 3) Abuse of equipment will not be tolerated. Do not drop weights.
- 4) Equipment must be replaced to its stored position after usage.
- 5) Equipment should be cleaned subsequent to usage. Vinyl surfaces should be wiped clean with G7 provided cleaner and towels.
- 6) Report any damaged or malfunctioning equipment to the management immediately, and cease use of such equipment.
- 7) Loud or abusive language is not permitted.
- 8) Street clothing is not permitted in the exercise area. Appropriate attire shall be: gym shorts, t-shirts, tank tops, sweat suits, leotards, tights, etc.
- 9) Alcoholic beverages are not permitted.
- 10) No smoking is permitted within the facility.
- 11) Appropriate athletic type shoes must be worn at all times.
- 12) Lifting chalk will only be permitted as provided for and in designated locations by G7, Inc.
- 13) No barbells or dumbbells will be permitted on the vinyl surfaces of equipment or benches.
- 14) A limited number of lockers will be provided for the members use while using the facility. The lockers are to be available on a first-come basis. Members may bring their own lock to secure the locker while they are working out. No locks are to remain overnight. Any lock found to be remaining on any locker after the close of business each day is subject to be removed by the management of G7, Inc.
- 15) Three occurrences of misconduct may result in the cancellation of membership. No part of the membership fee shall be refunded and any unpaid portion thereof shall become immediately due and payable.