

**Member Agreement**

YOUR NAME \_\_\_\_\_ DATE \_\_\_\_\_

YOUR ADDRESS \_\_\_\_\_ CITY/ST/ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

EMERGENCY CONTACT NAME & NUMBER \_\_\_\_\_

EMAIL: \_\_\_\_\_ Silver Sneakers #: \_\_\_\_\_

**CIRCLE ALL THAT APPLY TO MEMBER LISTED ABOVE**

**Fitness Plan:**    Yearly    Monthly    3 Month    6 Month    Week    Day Pass

**Category:**    Adult    Senior    Student    Military    Spouse    Corporate

As a MEMBER of the CLEVELAND FITNESS CLUB, you agree to the following:

1. **LIMITATION OF LIABILITY** You agree that all exercises and treatments and use of all the facilities shall be undertaken by you at your sole risk and that CLEVELAND FITNESS CLUB (Di Fiore Fitness Club LLC) shall not be liable for any claims, demands, actions or causes of action, whatsoever, with respect to you or your property arising out of or connected with the use of any services and facilities of CLEVELAND FITNESS CLUB; and you hereby expressly forever release and discharge CLEVELAND FITNESS CENTER from all such claims, demands ,injuries, damages, actions or causes of action, and from all acts of active or passive negligence on the part of CLEVELAND FITNESS CLUB, ins servants, agents, or employees.
2. **ENTIRE AGREEMENT** No oral promises or statements are part of this agreement.
3. **CLEVELAND FITNESS CLUB RIGHT TO TERMINATE** This agreement can be terminated by CLEVELAND FITNESS CLUB for any action which unreasonably interferes with the business of CLEVELAND FITNESS CLUB or the use of CLEVELAND FITNESS CLUB facilities by other members.
4. Silver Sneakers members will be enrolled as Silver Sneakers members AFTER their paid membership time is used.
5. No Refunds

**Member Signature** \_\_\_\_\_

**Member Print Name** \_\_\_\_\_