

Membership Type (Check One):

*	6-Month Paid in Full ***	12-Month Paid in Full ***	12-Month Contract EFT'd Monthly ***	Month to Month EFT'd ***
Single	<input type="checkbox"/> \$308 **	<input type="checkbox"/> \$492 **	<input type="checkbox"/> \$46 Eft'd mthly **	<input type="checkbox"/> \$60 **
Couple*	<input type="checkbox"/> \$462 */**	<input type="checkbox"/> \$800 */**	<input type="checkbox"/> \$70 Eft'd mthly */**	<input type="checkbox"/> \$83 */**
Family	<input type="checkbox"/> \$577 **	<input type="checkbox"/> \$1031 **	<input type="checkbox"/> \$90 Eft'd mthly **	<input type="checkbox"/> \$103 **

*To qualify for a Couples Membership, the members must reside at the same address. Proof of address is required if requested.

**\$50 Yearly MHF Enhancement Fee Applies.

*** \$35 Initiation Fee

Fees and Dues:

Monthly dues will be automatically debited from your checking or credit card account on the 1st Friday of every month. All members paying monthly must complete the Electronic Funds Authorization below. Your initiation fee of \$35 and first full payment will be withdrawn the day of sign up or the first Friday of the following month.

Initial Here * _____

In the event we are unable to collect payment electronically, the member will be notified and payment must be made by other means upon demand. Membership dues are subject to applicable state sales tax.

Acceptance and Agreement:

I/We hereby agree to accept and abide by the terms of this Membership Application and Agreement. I/We understand that contract memberships will automatically renew after its term until cancelled by me. In the event I cancel this contract early, I understand that I will be responsible for all payments due to fulfill the contract terms. Contract cancellations take effect the last day of every month.

* _____
Member 1 Signature and Date

Member 2 Signature and Date

Electronic Funds Transfer Authorization:

Bank Name	Routing Number	Checking Account Number
* _____	* _____	* _____

I/We hereby authorize Midwest Health and Fitness to effect payment for monthly dues and approved membership charges for the duration of my/our membership through electronic funds transfer. This authorization is to remain in full effect until MHF has received WRITTEN NOTIFICATION from me on cancellation in writing by fax, by certified letter, return receipt requested THIRTY DAYS NOTICE. _____ Initials

Credit Card Info:

Account #	Exp Date	3 Digit Code	Billing Zip Code
* _____	* _____	* _____	* _____

Payment Method:

<input type="checkbox"/> AMEX	<input type="checkbox"/> Check	<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard	<input type="checkbox"/> EFT Transfer from Account Above
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TERMS AND CONDITIONS

1. **PROVISIONS.** MHF will provide a fully equipped exercise facility including a fitness training area with stationary bicycles, elliptical, treadmills, and free weight training area. MHF may be unavailable during a period of repair and maintenance or special events, programs or private parties, or by Management's schedule for these events. **In order to keep the facility in the best possible condition a portion of MHF may be closed for a temporary time period for repairs and renovations and general cleaning. There will be no adjustment in dues for this period of closure.**
2. **MEMBER'S HEALTH WARRANTY.** The member warrants and represents that the member or any family member or guest entitled to use the facilities of MHF under the terms of membership, has no disability, impairment, or ailment preventing him/her from engaging in active or passive exercise, or that will be detrimental or adverse to such person's health, safety, or physical condition if he/she does so engage or participate. The Member acknowledges and agrees that: 1) MHF will rely on the foregoing warranty in issuing the Membership; 2) MHF shall have no obligation to perform a fitness assessment or similar testing to determine the Member's physical condition; 3) if any fitness assessment or similar testing is performed by MHF, it is solely for the purpose of providing comparative data with which the Member can track progress in a program and is not for diagnostic purposes. 4) MHF shall not be subject to any claim, demand, or injury whatsoever on account of MHF's evaluation or interpretation of such fitness assessment or similar testing. 5) MHF shall not be liable for any injury arising out of the member's disability impairment or ailment preventing him/her from engaging in active or passive exercise, or that would be detrimental or adverse to such person's health, safety or physical condition if he/she does so engage or participate. Each member and guest should be aware of his/her medical history and should consult with a physician prior to engaging in exercise or continuing to exercise if a medical condition appears or appears to be developing.
3. **LIABILITY AND WAIVER OF LIABILITY.** Each member of MHF shall be liable for any property damage and/or personal injury (caused by the Member, Member's Family, Guest or any other person) at the MHF Club or any activity or function operated, arranged or sponsored by the MHF Club. It shall be the obligation of the member to pay for any costs involved upon presentation of a statement thereof. Any and all use of the MHF Club Facilities, or participation in, the MHF Club, activities operated, arranged or sponsored by the MHF Club either on or off of the MHF Club's premises by the Member, Member's Family or Guest(s) shall be AT SUCH PERSON'S OWN RISK, and the MHF Club shall not be liable for any injuries or damages to such person, or the property of such person, or be subject to any claim, demand, injury or damages. The Member individually, and on behalf of the Member's personal representative, heirs, administrators, assigns and successors does here by expressly forever release and discharge the MHF Club, its successors and assigns, as well as its officers, agents and employees from all such claims, demands, actions, or causes of action.
4. **SUSPENSION/TERMINATION OF MEMBERSHIP BY MANAGEMENT.** Management has the right to suspend and/or terminate any membership for non-payment of dues, fees, or for behavior inimical to the enjoyment of the MHF Club by other members and staff for any reason deemed sufficient in the sole discretion of Management.
5. **CANCELLATION AND REFUNDS.** Right to Cancel: You are permitted to cancel this contract until midnight of the 3rd operating day after the date on which you signed the contract. If the facilities or services that are described in the contract are not available at the time you sign the contract, you have until midnight of the 3rd operating day after the day on which you received notice of their availability, to cancel the contract. If within this time period you decide you want to cancel this contract, you may do so by notifying MHF by any writing mailed or delivered to MHF at the address shown on the contract, within the previously described time period. If you do so cancel, any payments made by you, less the value of services already provided to you, will be refunded within 21 days after notice of cancellation is delivered, and any evidence of any indebtedness executed by you will be canceled by MHF and arrangements will be made to relieve you of any further obligation to pay the same. **ADDITIONAL CANCELLATION RIGHTS:** Month-to-month members may voluntarily terminate membership at any time after their contract term agreement (if applicable) for any reason by: 1) notifying the MHF Club in writing by, certified mail, return receipt requested or in person 30 days prior to cancellation and; 2) paying all current charges prior to termination. Cancellations must be in writing and delivered to MHF Center either in person, email, or by certified registered mail. Dues for the final month will be pro-rated and billed during the final month. Yearly contracted members requesting early cancellation of their 12-month agreement will be responsible for all remaining dues left to be paid in their 12-month agreement. All yearly contracts will automatically renew at the end of the contracted year unless written notice to cancel is provided to MHF prior to contract end.
6. **UNPAID BALANCES.** All balances which are 30 days past due are subject to a \$25.00 monthly service fee. In addition to other rights, Management reserves the right to **collect the current and past due balance, suspend and/or terminate membership privileges, recover from Member(s) any collection fees, court costs, and reasonable attorney's fees agreed to be 30% of the entire balance due and owing, collect a service fee of \$30.00 for any check or draft payable to the MHF Club which is not honored.**
7. **ENTIRE AGREEMENT.** This agreement constitutes the entire and exclusive membership agreement between the parties. Any promise, representation, understanding, oral or written, pertaining directly or indirectly to the agreement which are not continued herein, are hereby waived.
8. **MHF CLUB ENHANCEMENT FEE**
In order to continually update and maintain your health and fitness facility, an automatic annual fee of \$50.00 will be charged to your account and withdrawn on the first of July and on the same date each year. Non-receipt of club enhancement dues will result in infraction of membership and member will be subject to additional charges.

* _____ Initials