

Personal Best Office Use Only

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Initials Initials

**PERSONAL BEST FITNESS CENTER at DENVER WEST
(a/k/a "Personal Best: The Only Competition is YOU, LLC")**

This is a locally owned and operated business and is a registered Limited Liability Corporation (LLC) in the State of Colorado located at 1658 Cole Boulevard, Suite 50, in the Denver West Office Park, Lakewood, Colorado 80401. **Phone** 303.238.9999 / **FAX:** 303.238.1821 / **e-mail:** info@personaltraininginstitute.edu / **website:** www.PersonalBestDenverWest.com

PERSONAL BEST FITNESS CENTER MEMBER # _____

This agreement is made this ____ day of _____, _____, by and between "THE PERSONAL BEST FITNESS CENTER", 1658 Cole Boulevard, Bldg. 6, Suite 50, Lakewood, Colorado, and:

Name: _____ **Home Phone:** _____

Street: _____ **Work Phone:** _____

City: _____ **State:** _____ **Zip Code:** _____ **Cell Phone:** _____

E-mail address: _____ **Date of Birth:** ____ / ____ / ____

Mailing Address (if different from above): _____

In Case of Emergency: Name/ Relationship/Phone Number/ Email address of NEAREST RELATIVE:

- Seller agrees to sell and Buyer agrees to buy a membership in Personal Best Fitness Center in accordance with the terms and conditions set forth below:
- The cost of the membership shall consist of dues which are to be paid as follows:

<ol style="list-style-type: none"> Annual membership, \$39.00 monthly, <i>paid annually in advance.</i> Single payment of \$421.20 (includes 10% discount) Monthly membership, <i>paid monthly in advance,</i> Monthly payment of \$ 39.00, month-to-month agreement CORPORATE AGREEMENT (monthly / per person) Billable to the company, and paid monthly in advance COMPANY NAME: _____ GUEST CARD(s) (12-visits for \$120.00), applicable to group classes and / or use of the Fitness Center facilities 	<p>EXPIRES ON:</p> <p>____ / ____ / ____</p> <p>____ / ____ / ____</p> <p>____ / ____ / ____</p> <p><u>No Expiration date</u></p>
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- Membership terms are effective *for as long as the membership does not expire.* Amounts charged for membership fees may be adjusted upward at such time that the contract expires and there is a lapse in payment but not during the contract term described herein.
- Membership entitles buyer the use of exercise equipment, locker rooms, and all equipment and classes offered by the Personal Best Fitness Center, except as might be noted "for additional charge" at the time a program is announced e.g. diet and nutrition assessment, personal training, etc.

5. Member must abide by all rules in effect or any put forth in the future.
6. Member must present membership card at control desk with every visit.
7. Member must always be in good standing according to the "Personal Best Fitness Center Rules" agreement in order to continue use of facilities.
8. Member is entitled to bring a guest, at the posted guest Fees, or the member or guest may use the "Guest Card". Member is liable for damages or abuse of facilities or equipment resulting from member or member's guest.
9. MEMBERSHIPS ARE NOT TRANSFERABLE AND FEES WILL NOT BE REFUNDED EXCEPT AT THE SOLE DISCRETION OF THE MANAGEMENT.
10. MEMBERSHIPS CAN BE PUT ON "HOLD for a PERIOD OF NO LESS THAN THIRTY (30) days and in one-month increments.
11. This contract and its Terms & Conditions is binding through each renewal period.
12. In consideration of Personal Best Fitness Center allowing Buyer to be a member and permitting Buyer to use The Personal Best Fitness Center, facilities and equipment, Buyer agrees to the following:

It is expressly agreed that all use of the fitness facilities shall be undertaken by a Member at his or her sole risk, and the Personal Best Fitness Center shall not be liable for any injury, damage or death to any member or guest, or the property of any member or guest, or be subject to any claim, demand, injury or damages whatever, including, without any limitation, those damages resulting from acts of active or passive negligence on the part of the Club, its successors or assigns, as well as its officers and agents, for all such claims, demands, injures, damages, actions or causes of action. It is specifically agreed that the Personal Best Fitness Center shall not be responsible or liable to members or their guests for articles lost or stolen in the facilities. The Personal Best Fitness Center also shall not be responsible or liable for loss or damage to any other property of members of their guests, including their automobiles and contents. It is also agreed that any damages to the Personal Best facilities or property, or the property of any member or by another member or his guest, is the sole responsibility of the offending member.

Buyer represents that Buyer is in good physical condition and that Buyer has no disability or impairment preventing Buyer from engaging in active or passive exercise that would be detrimental to Buyer's health, safety, or physical condition if Buyer does so engage or participate.

13. Buyer must sign a "Member Waiver & Release Form". The Personal Best Fitness Center urges all Members and Guests to obtain a physical examination from an authorized and licensed medical professional prior to the use of any exercise equipment or participation in any group or individual class or activity.
14. Failure to attend and / or regularly use the facilities DOES NOT release the Buyer from any obligations.

APPLICABLE ONLY WITH CREDIT / DEBIT CARDS. I have given authority to the below named bank / credit card issuer to honor preauthorized draft / card charges drawn by Personal Best: The Only Competition is YOU, LLC DBA Personal Best Fitness Center. When the bank / credit card issuer honors the draft / charge by charging my account, such draft shall constitute my receipt for payment. No other form of receipt is promised by the Personal Best Fitness Center. Should any other preauthorized draft / charge not be honored by said bank / credit card issuer when received by them, then it is understood that the payment is to be made by the Buyer for the amount of said payment plus any reasonable and customer interest charges and a service charge of \$10.00 per month the balance is unpaid.

Name of Bank / Credit Card: _____

Member's Bank / Credit Card #: _____ CV (back of card) _____

Expiration Date: ____/____/____ Name Printed on the Card: _____

Member's BILLING ADDRESS: _____

SIGNATURE: _____

15. **All fees are for "Fitness Center use" only.** Any other fees associated with personal training services, retail products, fitness assessments, etc. are subject to additional charge at posted or negotiated rates. Applicable federal, state, and local taxes apply to all fees for all products and services and are not quoted in any prices noted herein.
16. Services and equipment are provided at the sole discretion of the Personal Best Fitness Center. The Personal Best Fitness Center retains the right to change, alter, or discontinue the use of any equipment, group class, technology, instructor, personal training programs, music or video product, or facility access method at the sole discretion of the Personal Best Fitness Center and without notice to its members.
17. The Buyer retains the right to cancel membership if the Personal Best Fitness Center closes for a period of more than thirty (30) calendar days. The Buyer retains the right to extend the Membership period for an equal number of days if the Fitness Center is closed for more than three (3) consecutive business days excluding closures due to national holidays, inclement weather, natural disaster, acts of terrorism, closures initiated by The Denver West Office Park or any of its affiliates, or any other closures at no fault of The Personal Best Fitness Center.
18. "Personal Best Fitness Center Rules Agreement" rev 3.0, dated July 2008, two (2) pages total is incorporated by reference.

BUYERS RIGHT TO CANCEL / BUYER'S RIGHTS

If you wish to cancel this contract, you may cancel by delivering or mailing a written notice (along with your membership card) to the Personal Best Fitness Center a/k/a "Personal Best: The Only competition is YOU", a Colorado Limited Liability Corporation (LLC). If you are on a month to month membership, you must notify the Fitness Center five (5) days prior to your billing date in order for the cancellation to take place. You WILL be billed for the current month if you do not notify the Fitness Center, in writing five (5) days prior. The notice must be delivered or mailed to "The Personal Best Fitness Center, 1658 Cole Boulevard, Suite 50, Lakewood, CO 80401". A FAX copy or e-mail correspondence is **not acceptable**. If you become permanently disabled (verifiable by a physician), if you are permanently unemployed (verifiable by your previous employer), or if your company relocates more than three (3) miles from the Denver West Office Park (verifiable by the company or The Denver West Office Park management), you may also cancel at a mutually negotiable pro-rated amount. Enforcement of the Health Club Act of Colorado and / or any applicable federal, state, or local ordinances apply. You may also bring private cause of action as provided for in civil and criminal legal proceedings. If your rights are violated in any way, you may contact the State Bureau of Consumer Protection, the Better Business Bureau, or the local authorities. In addition, The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, sex, or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington D.C. 20580.

SIGNED AND AGREED:

_____ **DATE:** ___/___/___
Member Signature

Member Printed Name

_____ **DATE:** ___/___/___
PB Fitness Center Authorized Signature

PB Fitness Center Authorized Printed Name

PERSONAL BEST FITNESS CENTER RULES AGREEMENT

(attachment to the “PERSONAL BEST FITNESS CENTER MEMBERSHIP APPLICATION”)

Definitions

Personal Best Fitness Center – Personal Best: The Only Competition is YOU, LLC with the DBA “Personal Best Fitness Center” and “Personal Best @ Denver West” and no other entity.

Members – Individuals, Company, or Corporation who has agreed to the Terms and Conditions of the Personal Best Fitness Center.

Guests -A person using the Personal Best Fitness Center facilities as accompanied by or otherwise sponsored by an Individual, Company, or Corporation who has agreed to the Terms and Conditions of the Personal Best Fitness Center.

Rules – applies to the Rules, applicable laws and regulations of the Personal Best Fitness Center (and as posted within the facilities) as well as to the Rules and Regulations of the Denver West Office Park, the City of Lakewood, and Jefferson County, Colorado.

General

Each applicant for membership shall submit a completed membership application with appropriate fees (based on services selected) and first month’s dues. If paying annually in advance, the entire 12-month amount must be per signature of the membership application, the applicant agrees to abide by the Rules Agreement of the Personal Best Fitness center, subject to change without notice and posted at all times within the fitness center facilities.

Check-In Procedures

All members & guests are required to sign in at the front desk each time they use the Personal Best Fitness center. A membership card or driver’s license or photo identification card must be made available upon request. Replacement cards **will be issued for \$10.00.**

All Members and Guests who knowingly allow a non-member or guest to enter the facilities without checking into the front desk are subject to losing their membership privileges at the sole discretion of The Personal Best Fitness center and losing any full or pro-rated refund.

Any Member or Guest who knowingly accesses the facilities during non-business hours (as posted within the facilities and subject to change), will be prosecuted for trespassing and will have their Membership immediately revoked.

Guest Policy

All guests must pay the current guest fee of \$12.00 (or use the pre-paid Guest Card) regardless of age. Personal Best Fitness center Guests are bound by the Rules of the Personal Best Fitness center, subject to change without notice and posted at all times within the fitness center facilities.

Attire

Appropriate attire shall be worn by all persons using the Club’s facilities. Shirts and athletic shoes must be worn at all times (except in locker room areas). Cut-off pants are strictly prohibited. No street shoes or boots, bare feet, sandals, inclement weather overshoes, shower or pool shoes will be worn in the fitness center facilities except in the reception area and the locker / shower rooms. Violators may be asked to leave the facility

Safety

Members and guests shall use all facilities at their own risk per the Waiver / Release of Liability. Each member /guest will have a signed waiver on file without exception.

Children’s Use of Facilities

All children, deemed to be persons under the age of 18 and greater than the age of 15, must be accompanied by a Member at ALL TIMES and pay a guest fee to use the facility. No one under the age of fifteen is allowed to use the facilities.

Personal Training

NO MEMBER or guest will contract separately with Personal Best Fitness Center personal fitness center trainers or staff members without the express written permission of the Personal Best Fitness Center.

False Identification / Use of Other Member’s Membership Card

Any member who loans their identification card to any other person will be deactivated and will not be permitted to re-enroll or seek membership except at the sole discretion of the Personal Best Fitness center management. Offenders are subject to criminal trespassing charges

Towels, Toilet Articles

All members must provide their own towel both for shower facilities and for use to wipe the exercise equipment off after each use. Personal Best Fitness center provided towels are for sale in the reception / front desk area. Complimentary soaps, shampoos, etc. are provided as amenities and are subject to discontinuation at the sole discretion of the Fitness Center.

Group Classes

Group classes are provided at no additional charge to members. Group classes are subject to change without notice and at the sole discretion of the Fitness Center.

Lock for Valuables / Locker Rental

Permanent lockers are not available except for an additional fee of \$25 with \$35.00 deposit required.

Change of Address / Contact Information

All members must notify the Fitness center’s office of any change of address, or members may fail to receive notices of changes in the Personal Best Fitness center services.

Refund Policy

Refunds of any kind, if ever issued, are at the sole discretion of the Personal Best Fitness center. Any discount given for advance, annual, or group membership is subject to the terms of the discount (i.e. a particular number of members, billing in advance, etc.).

Notification

All notifications should be made to the Personal Best Fitness center, 1658 Cole Boulevard, Suite 50, Lakewood, Colorado, 80401 Attn: Philippe Ray, or o the **e-mail address:** info@personaltraininginstitute.edu. **Phone:** 303.238.9999 / **FAX:** 303.238.1821. Notification to the member by the Personal Best Fitness center will be to the provided member contact information.

SIGNATURE OF APPLICANT/MEMBER

DATE



Personal Best, LLC/National Personal Training Institute of Colorado (NPTI – CO), LLC Waiver & Release Form

You (**PRINT NAME**) agree when you engage in any physical exercise or activity on Personal Best (a/k/a “The Fitness Center”) or the National Personal Training Institute of Colorado (a/k/a “NPTI – CO”) premises, or off immediate or surrounding premises, including any Fitness Center sponsored event, you do so **entirely at your own risk**. Any recommendation for dietary changes (e.g. the use of food, vitamin, or mineral supplements for weight management or any other use) are entirely your responsibility. You should consult a physician prior to undergoing any dietary changes. You are voluntarily participating in these activities and use of these facilities and premises **and you assume all risks** of injury, illness, or death.

Property Loss / Storage: The Fitness Center is not responsible for personal property loss. You are required to leave gym bags, back packs, etc. in the locker room and not bring gym bags, back packs, etc. into the work out area.

Waiver of Liability: This waiver and release of liability includes, without limitation, all injuries which may occur as a result of, (a) your use of all of The Fitness Center’s amenities, equipment, or any item affiliated or associated with The Fitness Center, to include your participation in an activity, class, consultation, instruction, program, or personal training or, (b) the sudden and unforeseen malfunctioning of any equipment (c) dietary recommendations and (d) your slipping and/or falling while in any part of the Fitness Center or the surrounding indoor / outdoor premises.

Physical exercise can be strenuous and subject to risk of serious injury. The Fitness Center urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity.

Security Cameras in Use: You acknowledge that security cameras in the facility’s public areas whose sole use is for security. NPTI - CO is a licensed, accredited school recognized the CO Department of Higher Education, therefore, security cameras record voice and audio as authorized for a school facility.

Photo / Video Authorization: Your signature authorizes the NPTI – CO or The Fitness Center permission to use your likeness in a photograph, video, or other digital media (“photo”) in any of its publications, including web-based publications, without payment or other consideration. You agree that all photos will become the property of NPTI - CO and will not be returned. You irrevocably authorize the NPTI - CO to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, you waive any right to inspect or approve the finished product wherein your likeness appears. You waive any right to royalties or other compensation arising or related to the use of the photo. you hereby hold harmless, release, and forever discharge the NPTI - CO from all claims, demands, and causes of action which you, your heirs, representatives, executors, administrators, or any other persons acting on your behalf or on behalf of your estate have or may have by reason of this authorization.

Mass Mailing / Notification: Your signature authorizes NPTI - CO permission to add your contact information to our contact database and to send you promotional, or updates via Constant Contact of which you may “unsubscribe” at any time.



Understood and Agreed: You acknowledge that you have carefully read this "waiver and release" and fully understand that it is a release of liability. You expressly agree to release and discharge The Fitness Center, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against The Fitness Center for personal injury or property damage.

Indemnification: To the extent that statute or case law does not prohibit release for negligence, this release is also for negligence on the part of NPTI – CO, The Fitness Center, its agents, and employees. You further agree to indemnify NPTI – CO, The Fitness Center, and the then current Landlord except for reasons of negligence. If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from

Jurisdiction: . This agreement is established under the jurisdiction of and as applicable by the laws of the State of Colorado, County of Jefferson.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally or superseded by any other Agreement, oral or written.

Printed Name: _____

Phone: _____

Email Address: _____

Mailing Address _____

City _____ State _____ Zip Code _____

Emergency Contact:

Name: _____

Relationship: _____

Phone Number: _____

Signed: _____ Date: _____