

- Bank Routing # \_\_\_\_\_
- Bank Account # \_\_\_\_\_
- Bank Name: \_\_\_\_\_
- Members Photo Received & Copy of ID
- Members Signature



1018 Main Street West  
Locust, NC 28097

(704)-781-5781

**1. MEMBER DETAILS**

Start Date: \_\_\_/\_\_\_/\_\_\_ End Date (If Applicable): \_\_\_/\_\_\_/\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

**2. MEMBERSHIP DETAILS**

Membership Type: 24 Hour Access & Membership Term: \_\_\_\_\_ Month Agreement (Minimum)

**Add Member(s) To Plan: All Members Sign Here to Agree to Membership Terms & Agreements Section (4)**

(1) Name: \_\_\_\_\_ Date Added: \_\_\_/\_\_\_/\_\_\_ Member #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date Cancel: \_\_\_/\_\_\_/\_\_\_ Signature: \_\_\_\_\_

(2) Name: \_\_\_\_\_ Date Added: \_\_\_/\_\_\_/\_\_\_ Member #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date Cancel: \_\_\_/\_\_\_/\_\_\_ Signature: \_\_\_\_\_

(3) Name: \_\_\_\_\_ Date Added: \_\_\_/\_\_\_/\_\_\_ Member #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date Cancel: \_\_\_/\_\_\_/\_\_\_ Signature: \_\_\_\_\_

**3. MEMBERS DECLARATION & PAYMENT DETAILS**

\_\_\_\_\_ I have read, understand and accepted the rules of membership

\_\_\_\_\_ I agree to the Top Gun Fitness No Refund Policy for unused memberships, services, or buyers remorse.

\_\_\_\_\_ I understand there will be an automatic second draft attempt for any month that funds are unavailable for any reason. I agree to pay the \$20 return fee added to my monthly fee for the second draft attempt.

\_\_\_\_\_ I agree to not stop payment to Top Gun Fitness for any reason and also agree to honor the 30 day cancellation policy of this legal contract & will not hold Top Gun Fitness liable for any attempts to collect all unpaid debt due to member negligence. As a member I agree to pay all collection attempt fees incurred by collection agencies if I break this contract for any reason.

\_\_\_\_\_ I agree to suspension & a \$50 fine for allowing persons to enter the facility that is not a current member in good standing with Top Gun Fitness. I agree to only bring guest during days and times that Top Gun Fitness is staffed. There is never an excusable reason for allowing non members in the facility due to liability and the integrity of Top Gun Fitness.

\_\_\_\_\_ I accept and agree to pay the annual fee of \$40 in four quarterly installments of \$10 per member. At any time Top Gun Fitness reserves the right to modify the monthly and/or annual fee if the business so chooses.

\_\_\_\_\_ I agree it is my responsibility to follow the cancellation policy that is in place according to staff at the time of cancellation.

\_\_\_\_\_ Top Gun Fitness reserves the right to revoke memberships for any reason and requires everyone to use good housekeeping and be respectful of everyone in the gym.

Monthly Direct Debit Fee: \$ \_\_\_\_\_ Draft Start Date: \_\_\_\_\_ Start Up Total: \$ \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

\*\*\*When adding or subtracting a member a debit modification must be signed and dated\*\*\*

Debit Modification \$ \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Debit Modification \$ \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

**OFFICE USE ONLY:**

Total Fees Received \$ \_\_\_\_\_ Payment Type: Cash Credit/Debit Card

Staff Initials: \_\_\_ Date: \_\_\_/\_\_\_/\_\_\_ Account Holders Membership Number: \_\_\_\_\_

Cancellation Request Date: \_\_\_/\_\_\_/\_\_\_ Reason For Cancellation (If Given): \_\_\_\_\_

Signature To Cancel: \_\_\_\_\_

## 4. MEMBERSHIP TERMS & CONDITIONS

### Acknowledgment of Risks, Injury & Obligations

I acknowledge that the activity I am to undertake is a dangerous activity and that by participating in it I am exposed to certain risks.

I acknowledge and understand that whilst participating in such activity;

- I may be injured, physically or mentally, or may die;
- My personal property may be lost or damaged;
- Other persons participating in such activity may cause me injury or may damage my property
- I may cause injury to other persons or damage their property
- The conditions in which the activity is conducted may vary without warning
- I may be injured or die or suffer damage to my property as a result of the negligence or breach of contract of TOP GUN FITNESS
- There may be no or inadequate facilities for treatment or transport of me if I am injured
- I assume the risk of and responsibility for any injury, sickness, death or property damage resulting from my participation in the activity.

### Release and Indemnity

I participate in the activity at my sole risk and responsibility.

I release, indemnify and hold harmless TOP GUN FITNESS, its servants and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever.

### Administration

Appropriate covered footwear & clothing must be worn and towels must be used at all times whilst in the gymnasium.

Memberships are not refundable or transferable.

All weights and equipment must be put back after use.

Photo ID cards (student card or drivers license) must be carried and shown upon request.

Gym members are responsible for their access card. Shared gym access with a non-member will result in forfeiture of membership effective immediately.

Each member must respect other gym users and behave in an appropriate manner at all times.

TOP GUN FITNESS Staff reserve the right to rescind the rights of members not complying with the terms and conditions of the membership.

No one under the age of sixteen years (16) will be permitted to enter the gym without adult supervision.

### Joining Fee

A joining fee may apply for membership at TOP GUN FITNESS at the discretion of the gym at time of membership.

An access card fee may be applicable.

### Term Memberships

After all terms are met all memberships will go forward as a month to month membership until cancelled, according to TOP GUN FITNESS policy, by the member unless the membership type was paid in full, at which that membership has a start and end date, at the time of enrollment.

For any cancellation prior to the completion of membership term, gym member shall owe a minimum of 80 percent of remaining contract term.

### Direct Debit Memberships

Direct Debit is an automatic monthly deduction through TOP GUN FITNESS Direct Debit Billing Service. This is an ongoing membership and deductions will be maintained unless the member provides authorization to cancel the direct debit. All members agree to pay a **\$20 return fee** for accounts with insufficient funds or any other reason that does not allow the monthly debit fee to be drafted as agreed upon at membership signing. The minimum term of a Direct Debit Membership is 12 months unless a non agreement rate was chosen at the time of sign up. After the initial 12 months, the member may cancel the direct debit. Early termination will result in a termination fee determined by TOP GUN FITNESS.

To cancel a direct debit membership, the member must complete a direct debit cancellation request form in person to TOP GUN FITNESS Staff

**30 days** prior to the termination date. Early termination fees apply to all memberships that are cancelled before the agreement has been met.

### Suspensions

A member may suspend their membership. A membership can be suspended for a minimum term of one month and maximum term of 2

months. A **30 day notice** must be given in person to TOP GUN FITNESS Staff in order to suspend payment. If the member is under contract during the suspension the member agrees to have the hold months added to the end of the original agreement date to fulfill said agreement. Early reactivation is permissible.

### Access Cards

All members must bring their access card and scan upon each visit to the gym.

All members must register their attendance by swiping their access card at the front entrance prior to entering the facility.

Members can obtain a replacement card if an access card is lost or stolen. Replacement cards are available from reception at a cost determined by TOP GUN FITNESS.

If an access card is faulty a replacement card will be issued at no cost to the member only upon return of the original faulty card.