

GYM MEMBERSHIP AGREEMENT

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This Gym Membership Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[FACILITY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] operating the fitness facility located at [FACILITY ADDRESS] (the "**Facility**") and, as the operator, "**Operator**"; and

[MEMBER FULL NAME], an individual residing at [MEMBER ADDRESS] ("**Member**").

Operator and Member are each a "**Party**" and together the "**Parties**."

Recitals. Operator owns or operates the Facility and offers fitness memberships, equipment, classes, and related services. Member wishes to use the Facility and its services as a member, and Operator is willing to grant that access, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Membership Grant and Term

1.1 Membership. Operator grants Member a non-transferable, revocable membership entitling Member to access and use the Facility and the services included in the membership tier selected in Section 2, subject to this Agreement and the Facility rules described in Section 6 (the "**Membership**").

1.2 Membership tier. Member's tier is [TIER NAME, e.g. Standard / Premium / All-Access], which includes [DESCRIBE INCLUSIONS, e.g. open gym access, group classes, locker use] and excludes [DESCRIBE EXCLUSIONS, e.g. personal training, guest passes].

1.3 Term. The Membership begins on [START DATE] and continues for an initial term of [NUMBER] [months / years] (the "**Initial Term**"), unless ended earlier under Section 7. After the Initial Term, the Membership [automatically renews on a month-to-month basis / ends] as stated in Section 7.

1.4 Access hours. Member may use the Facility only during posted operating hours, which Operator may change with reasonable notice. Operator may close the Facility for holidays, maintenance, or events.

2. Fees, Billing, and Payment

2.1 Membership dues. Member will pay membership dues of [AMOUNT] per [billing period, e.g. month], plus any one-time enrollment or initiation fee of [AMOUNT], in the currency of [CURRENCY].

2.2 Billing method. Member authorizes Operator to charge the recurring dues to the payment method on file (the "**Payment Method**") on or about the [DAY] of each billing period until the Membership ends and all amounts are paid. Member will keep the Payment Method current.

2.3 Other charges. Member is responsible for additional charges Member incurs, including personal training, classes outside the tier, guest fees, towel or locker rental, and replacement fees for lost access cards or keys, at Operator's posted rates.

2.4 Late or failed payment. If a charge is declined or a payment is not made when due, Operator may charge a late fee of [AMOUNT] and any returned-payment fee permitted by applicable law, and may suspend access until the balance is paid. Operator may report unpaid balances to a collection agency as permitted by law.

2.5 Price changes. Operator may change dues or fees on at least [NUMBER, e.g. 30] days' prior written notice. If Member does not accept a dues increase, Member may cancel under Section 7 before the increase takes effect.

2.6 No refunds. Except as required by applicable law or expressly stated in this Agreement, dues and fees are non-refundable, including for periods Member does not use the Facility.

3. Cooling-Off and Cancellation Rights

3.1 Statutory cooling-off period. Many jurisdictions give members of health, fitness, or gym clubs a right to cancel within a set number of days after signing and to receive a refund. Member's rights under any applicable health-club, buyer's-remorse, or consumer-protection law are preserved and, where they conflict with this Agreement, control. [STATE the applicable cooling-off window and refund mechanics for your jurisdiction; defer to local law.]

3.2 How to cancel during cooling-off. To cancel during any applicable cooling-off period, Member must deliver written notice to Operator at the address in Section 11 within the period allowed by applicable law. Operator will refund amounts required by applicable law within the time that law requires.

3.3 Cancellation for relocation, disability, or death. Where required by applicable law, Member (or Member's estate) may cancel and receive a pro-rata refund if Member moves beyond a set distance from any Operator facility, becomes medically unable to use the Facility, or dies, on reasonable proof. [Adapt to local law.]

4. Health, Fitness, and Assumption of Risk

4.1 Physical condition. Member represents that Member is in good physical condition and has no medical condition that would make use of the Facility unsafe, and Member assumes responsibility for consulting a physician before beginning any exercise program.

4.2 Assumption of risk. Member understands that use of exercise equipment, participation in classes, and physical activity involve inherent risks of injury, including serious injury, and voluntarily assumes those risks to the fullest extent permitted by applicable law.

4.3 Emergencies. Member authorizes Operator to obtain emergency medical care for Member if Member appears to need it and cannot consent, and Member is responsible for the cost of that care.

5. Release and Limitation of Liability

5.1 Release of claims. To the fullest extent permitted by applicable law, Member releases Operator and its owners, employees, and agents from liability for claims arising from Member's use of the Facility, except claims caused by Operator's gross negligence or willful misconduct. Releases of liability are enforced differently across jurisdictions; this Section applies only as local law allows.

5.2 Personal property. Operator is not responsible for loss of or damage to Member's personal property at the Facility, including items left in lockers, except as required by applicable law.

5.3 Limitation of liability. To the fullest extent permitted by applicable law, Operator's total liability arising out of or related to this Agreement will not exceed the total dues paid by Member in the [NUMBER, e.g. 12] months before the event giving rise to the claim, and Operator is not liable for indirect, incidental, special, or

consequential damages.

6. Facility Rules and Conduct

6.1 Rules. Member will comply with the Facility's posted rules and any rules Operator adopts and communicates, including rules on hygiene, equipment use, attire, conduct, and safety.

6.2 Prohibited conduct. Member will not (a) harass, threaten, or harm any person; (b) use the Facility while impaired by alcohol or unlawful drugs; (c) bring weapons or unauthorized substances; or (d) use the Facility for unauthorized commercial activity, such as training paying clients without Operator's consent.

6.3 Guests. Member may bring guests only as the tier and posted policy allow, and Member is responsible for each guest's conduct and for ensuring each guest signs any required waiver.

6.4 Access cards. Membership access is personal to Member. Member will not lend or share an access card or code, and Member will report a lost card promptly.

7. Term, Renewal, and Termination

7.1 Renewal. Unless the Parties agree otherwise or Member cancels, the Membership renews as stated in Section 1.3. Operator will provide any renewal or auto-renewal notice required by applicable law.

7.2 Cancellation by Member. After any Initial Term commitment and outside the cooling-off context, Member may cancel on **[NUMBER, e.g. 30]** days' written notice. Member remains responsible for dues through the end of the notice period and for any unpaid balance.

7.3 Termination by Operator. Operator may suspend or terminate the Membership for non-payment, violation of the rules, or conduct that endangers others, on notice and any cure period required by applicable law.

7.4 Effect of termination. On termination, Member's access ends, Member will return any access card or Facility property, and any amounts then owed become due.

8. Media and Likeness

8.1 Consent. Operator may photograph or record general Facility activity for marketing. If Member is identifiable, Operator will use Member's image only with Member's separate written consent, except for incidental background footage as applicable law allows.

8.2 Withdrawal. Member may withdraw consent for future use by written notice; withdrawal does not affect materials already published.

9. Privacy

9.1 Member data. Operator will handle Member's personal and payment data in accordance with its posted privacy policy and applicable law.

9.2 Communications. Member consents to receive Membership-related communications. Marketing communications are subject to Member's right to opt out as required by applicable law.

10. Indemnification

10.1 By Member. To the extent permitted by applicable law, Member will indemnify Operator against third-party claims arising from Member's breach of this Agreement, Member's misuse of the Facility, or the conduct of Member's guests.

11. General Provisions

11.1 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the courts located in [COUNTY, STATE].

11.2 **Consumer protections.** Nothing in this Agreement waives any right Member has under applicable consumer-protection or health-club law that cannot be waived.

11.3 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

11.4 **Assignment.** Member may not assign the Membership. Operator may assign this Agreement to a successor that continues to operate the Facility.

11.5 **Entire agreement; amendment.** This Agreement, with the membership application and posted rules, is the entire agreement on its subject. Operator may update posted rules; material changes to this Agreement require notice as applicable law requires.

11.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

11.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OPERATOR

MEMBER

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE]

Title: N/A

Date: _____

Date: _____

If Member is under the age of majority, a parent or legal guardian must also sign.

PARENT / GUARDIAN (if applicable)

Signature: _____

Printed name: [NAME]

Date: _____

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