



**Spartan Strength and Conditioning is registered with the State of Florida as a Health Studio Facility
Registration Number HS11426**

Member Information

Member's Name: _____

Address: _____

Phone: _____ Date of Birth (mm/dd/yy): _____

Driver's License No. and State Issuing: _____

Age: _____ (Under 18 years of age, parent/guardian must complete consent on Page 3)

E-Mail: _____

Membership Level

SPARTAN UNLIMITED - \$125 _____

SPARTAN PRO - \$165 _____

SERVICE MEMBER/STUDENT - \$75 _____

1-ON-1/OTHER - \$ _____

This Membership Agreement between Member, listed in section above, and Spartan Strength and Conditioning (the "Gym") is on a month-to-month basis at the initial dues rate of _____ per month payable in advance, applicable for a 30 day term beginning on _____ and ending on _____. A charge of \$25 will be made for any checks returned due to insufficient funds. Late payment and payment with an insufficient funds check violate the Gym's rules. The Gym may change membership dues under this Agreement by posting notice of such change in the Gym at least 30 days in advance of such change.

Member agrees to keep and obey all rules and regulations now in force or in the future prescribed by the Gym, for the use of the Gym training facilities, premises, and equipment therein, and the Gym reserves the right to revoke this membership for cause if Member fails to keep and obey any of such rules and regulations, or for reasons of nuisance, disturbance or other members or staff, moral turpitude or fraud. Without limiting Member's obligation to obey the rules and regulations of the Gym presently in force or in the future prescribed.

Without limiting the Gym's ability to terminate this membership for cause, the Gym may terminate this membership for any reason at the end of any given month. If the Gym elects to so terminate, the Gym will refund a pro rata portion of any dues applicable to future month(s). It is expressly understood and agreed that this contract is not assignable or transferrable by Member and no rights or privileges granted by this membership can be transferred or assigned by Member.

It is further agreed that all exercises including the use of weights, number of repetitions, and use of any and all machinery, equipment, and apparatus designed for exercising and the use of the Gym's premises and facilities shall be at the Member's sole risk. Notwithstanding any consultation on exercise programs which may be provided by Gym employees or agents, it is hereby understood that the exercise programs, methods and types of equipment shall be utilized or participated in at the Member's entire own responsibility and risk, and the Gym shall not be liable to Member or Member's family for any claims, demands, injuries, damages, or actions arising due to injury to Member's person or property arising out of or in connection with the use by Member of the services and facilities of the Gym or the premises where the same is located. If Member brings any personal property onto the premises of the Gym or onto the Gym's parking area, Member takes such action at Member's sole risk.

It is hereby understood that the Gym is not responsible in any way for damage to or loss of any personal property which Member brings onto the premises of the Gym or onto the Gym's parking area, including but not limited to, losses due to theft, damage, or car accident. Member hereby holds the Gym, its successors, assigns, owners, officers, directors, employees, and agents harmless from all claims which may be brought against them by Member, on Member's behalf, by Member's family, and Member's executors, administrators, and personal representatives for any such injuries or claims aforesaid and Member for himself and on behalf of his family, executors, administrators, and personal representatives does hereby forever release and discharge the Gym, its successors, assigns, owners, officers, directors, employees, and agents from all claims, demands, injuries, damages, actions, losses and expenses. This section will survive any cancellation of this Agreement.





A. The contract provides for the penalty-free cancellation of the contract within 3 days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to the health studio, and refund upon such notice of all moneys paid under the contract, except that the health studio may retain an amount computed by dividing the number of complete days in the contract term or, if appropriate, the number of occasions health studio services are to be rendered into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract or, if appropriate, by the number of occasions that health studio services have been rendered. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation made within the 3-day provision. [s. 501.017(1)(a), F.S.]

B. The contract provides for the cancellation and refund of the contract if the contracting business location of the health studio goes out of business, or moves its facilities more than five (5) driving miles of the business location designated in the contract and fails to provide, within 30 days, a facility of equal quality located within 5 driving miles of the business location designated in the contract at no additional cost to the buyer. [s. 501.017(1)(b)1, F.S.]

C. The contract provides that notice of intent to cancel by the buyer shall be given in writing to the health studio. The notice of cancellation from the consumer terminates automatically the consumer's obligation to any entity to whom the health studio has subrogated or assigned the consumer's contract. If the health studio wishes to enforce the contract after receipt of the notice, it may request the department to determine the sufficiency of the notice. [s. 501.017(1)(b)2, F.S.]

D. The contract provides that if the department determines that a refund is due the buyer, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The business location of a health studio may not be deemed out of business when temporarily closed for repair and renovation of the premises:

1. Upon sale, for not more than fourteen (14) consecutive days; or 2. During ownership, for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year.

A refund shall be issued within 30 days after receipt of the notice of cancellation made pursuant to this paragraph. [s. 501.017(1)(b)3,

E. The disclosure statement shall include a provision advising the buyer to contact the department for information within sixty (60) days should the health studio go out of business. [s. 501.017(1)(c), F.S.]

F. The contract provides for the cancellation of the contract if the buyer dies or becomes physically unable to avail himself or herself of a substantial portion of those services which the buyer used from the commencement of the contract until the time of disability, with refund of funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The contract may require a buyer or the buyer's estate seeking relief under this paragraph to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the contract by the buyer is established if the buyer furnishes to the health studio a certification of such disability by a physician licensed under Chapter 458, 459, 460, or Chapter 461 provided the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation made pursuant to this paragraph. [s. 501.017(1)(d), F.S.]

G. The contract provides that the initial contract will not be for a period in excess of thirty six (36) months, and thereafter shall only be renewable annually. A renewal contract may not be executed and the fee therefore paid until sixty (60) days or less before the previous contract expires. [s. 501.017(1)(e), F.S.]

H. The contract provides that if the health studio requires a buyer to furnish identification upon entry to the facility and as a condition of using the services of the health studio, the health studio shall provide the buyer with the means of such identification. [s. 501.017(1)(f), F.S.]

I. Health studios exempt from posting security must include in all contracts for health studio services the following disclosure statements [s. 501.017(2), F.S.]:

SHOULD YOU (THE BUYER) CHOOSE TO PAY FOR MORE THAN 1 MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THIS HEALTH STUDIO AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.



MEMBER ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS AGREEMENT EXECUTED BY BOTH GYM AND MEMBER AND ACKNOWLEDGES THE AGREEMENT TERMS.

Signed by Member: _____ Date: _____

Signed by Gym Representative: _____ Date: _____

PARENTAL/GUARDIAN CONSENT

The undersigned persons are the parents or guardians of the Member in this membership agreement and make this agreement for the purpose of enabling the Member to use the ABC Gym (the "Gym") training facilities. The undersigned persons consent to the Member using the Gym training facilities and are aware of the risks involved in such use. The undersigned persons further agree that this consent shall constitute a bar to any recovery by them for any loss to them due to such use, including but not limited to loss of the Member's services or companionship or loss of or damage to any personal property. The undersigned persons hereby hold the Gym, its successors, assigns, owners, officers, directors, employees, and agents harmless from all claims which may be brought against them by the undersigned persons, Member or on Member's behalf or by Member's family for any such injuries or claims aforesaid and the undersigned persons for themselves and on behalf of Member and his family, executors, administrators, and personal representatives do hereby forever release and discharge the Gym, its successors, assigns, owners, officers, directors, employees, and agents from all claims, demands, injuries, damages, actions, losses and expenses.

Signed by Parent/Guardian: _____ Date: _____

Print Name: _____ Relationship to Member: _____

GYM USE

Verified Driver's License Information: _____ Member _____ Parent/Guardian

Authorization for Credit Card Use

PRINT AND COMPLETE THIS AUTHORIZATION FORM
All information will remain confidential

Name on Card: _____

Billing Address: _____

Credit Card Type: _____ Visa _____ Mastercard _____ Discover _____ AmEx

Credit Card Number: _____

Expiration Date: _____

Card Identification Number: _____ (last 3 digits located on the back of the credit card)

Amount to Charge: \$ _____ (USD)

I authorize **IRON ARMY SC INC. d/b/a SPARTAN STRENGTH & CONDITIONING** to charge the amount listed above to the credit card provided herein. I agree to pay for this purchase in accordance with the issuing bank cardholder agreement.

Cardholder – Please Sign and Date

Signature: _____

Date: _____

Print Name: _____

PAR-Q & YOU

(A Questionnaire for People Aged 15 to 69)

Regular physical activity is fun and healthy, and increasingly more people are starting to become more active every day. Being more active is very safe for most people. However, some people should check with their doctor before they start becoming much more physically active.

If you are planning to become much more physically active than you are now, start by answering the seven questions in the box below. If you are between the ages of 15 and 69, the PAR-Q will tell you if you should check with your doctor before you start. If you are over 69 years of age, and you are not used to being very active, check with your doctor.

Common sense is your best guide when you answer these questions. Please read the questions carefully and answer each one honestly: check YES or NO.

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	1. Has your doctor ever said that you have a heart condition <u>and</u> that you should only do physical activity recommended by a doctor?
<input type="checkbox"/>	<input type="checkbox"/>	2. Do you feel pain in your chest when you do physical activity?
<input type="checkbox"/>	<input type="checkbox"/>	3. In the past month, have you had chest pain when you were not doing physical activity?
<input type="checkbox"/>	<input type="checkbox"/>	4. Do you lose your balance because of dizziness or do you ever lose consciousness?
<input type="checkbox"/>	<input type="checkbox"/>	5. Do you have a bone or joint problem (for example, back, knee or hip) that could be made worse by a change in your physical activity?
<input type="checkbox"/>	<input type="checkbox"/>	6. Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure or heart condition?
<input type="checkbox"/>	<input type="checkbox"/>	7. Do you know of <u>any other reason</u> why you should not do physical activity?

If
you
answered

YES to one or more questions

Talk with your doctor by phone or in person BEFORE you start becoming much more physically active or BEFORE you have a fitness appraisal. Tell your doctor about the PAR-Q and which questions you answered YES.

- You may be able to do any activity you want — as long as you start slowly and build up gradually. Or, you may need to restrict your activities to those which are safe for you. Talk with your doctor about the kinds of activities you wish to participate in and follow his/her advice.
- Find out which community programs are safe and helpful for you.

NO to all questions

If you answered NO honestly to all PAR-Q questions, you can be reasonably sure that you can:

- start becoming much more physically active — begin slowly and build up gradually. This is the safest and easiest way to go.
- take part in a fitness appraisal — this is an excellent way to determine your basic fitness so that you can plan the best way for you to live actively. It is also highly recommended that you have your blood pressure evaluated. If your reading is over 144/94, talk with your doctor before you start becoming much more physically active.

DELAY BECOMING MUCH MORE ACTIVE:

- if you are not feeling well because of a temporary illness such as a cold or a fever — wait until you feel better; or
- if you are or may be pregnant — talk to your doctor before you start becoming more active.

PLEASE NOTE: If your health changes so that you then answer YES to any of the above questions, tell your fitness or health professional. Ask whether you should change your physical activity plan.

Informed Use of the PAR-Q: The Canadian Society for Exercise Physiology, Health Canada, and their agents assume no liability for persons who undertake physical activity, and if in doubt after completing this questionnaire, consult your doctor prior to physical activity.

No changes permitted. You are encouraged to photocopy the PAR-Q but only if you use the entire form.

NOTE: If the PAR-Q is being given to a person before he or she participates in a physical activity program or a fitness appraisal, this section may be used for legal or administrative purposes.

"I have read, understood and completed this questionnaire. Any questions I had were answered to my full satisfaction."

NAME _____

SIGNATURE _____

DATE _____

SIGNATURE OF PARENT _____

WITNESS _____

or GUARDIAN (for participants under the age of majority)

Note: This physical activity clearance is valid for a maximum of 12 months from the date it is completed and becomes invalid if your condition changes so that you would answer YES to any of the seven questions.