

This is posted on our web page for your information. It is exactly the same information contained in the membership agreement along with your name, address, type of membership, type of payment etc. (following is the "fine print" portion of the agreement) PLEASE READ

PACE FITNESS ZONE – MEMBERSHIP INFORMATION

Active membership grants member use of the facility during posted business hours, or 24-7 with the purchase of a 24-7 key. If a member is unable to make use of his/her membership because of disability, the member or his/her immediate family shall notify the facility in writing. Provided all membership dues are current to the date of the facility's receipt of such notice, no further payments shall be due.

MEMBER'S RIGHT TO CANCEL: PACE Fitness Zone acknowledges that you, the member, may cancel this contract at any time prior to midnight of the third business day after the contract is executed. You may cancel this contract by sending a written notice to PACE Fitness Zone (for your protection, it should be sent by certified or registered mail, return receipt requested), or in person (in which case, for your protection, you should obtain a written and dated acknowledgement of the notice). The notice of cancellation must state that you, the member, are canceling this contract or words similar in effect. Such notice must be sent to PACE Fitness Zone at 1122 Main Street, Suite 7, Vilonia, AR 72173. If you cancel within this period, you will receive a full refund, including any processing fee, within ten (10) days of our receipt of your notice, less any amount allocable to services received prior to your notice of cancellation.

INDEMNIFICATION: Member and all heirs, representatives or assigns hereby agree to indemnify, defend and hold harmless PACE Fitness Zone and its owners, officers, employees, contractors, agents, successors or assigns from any and all claims for liability against without limitation, including any interest, penalties, attorney's fees and expenses incurred either directly or indirectly by reason of, resulting from, or associated with this Agreement and/or PACE Fitness Zone.

RELEASE: I, the member or participant (or if a minor, parent or guardian of member/participant), understand and acknowledge that I have voluntarily chosen to participate in a program of progressive physical exercise which can enhance the musculoskeletal and cardio respiratory systems. In signing this document, I acknowledge being informed of the possible strenuous nature of the program and the potential for unusual, but possible, physiological results including, but not limited to, abnormal blood pressure, fainting, heart attack or death. By signing this document, I assume all risk for my health and well being and hold harmless of any responsibility, and release from any liability Pace Fitness Zone, and its owners, officers, employees, contractors, agents, and any persons involved with any program offered including testing or training procedures. I understand that questions about exercise procedures and recommendations are encouraged and welcomed.

In consideration of being allowed to participate in the activities and programs of PACE Fitness Zone and use of its facilities and equipment, I do hereby waive, release and forever discharge PACE Fitness Zone, its owners, officers, agents, employees, contractors, representatives, executors, and all others from any responsibilities or liabilities for any injuries or damage resulting from my and/or family member(s) membership or participation in any activities. I also hereby release all of the above and any others acting in their behalf from any responsibility or liability for any injury or damage to myself, my family member(s), or my belongings, including those caused by any negligent act or omission, in connection with participation/membership or use of equipment at PACE Fitness Zone.

(Please initial as acceptance) 1. _____ 2. _____ 3. _____ 4. _____

I do hereby further declare myself and/or my family member(s) to be physically sound and suffering from no condition, impairment, or other illness that would prevent my participation or use of the facilities and equipment. I do further hereby acknowledge that I have been informed of the need for a Physician's approval for my participation in exercise/fitness/weight loss activities, or use of exercise equipment. I recognize that neither the owners, management or employees of Pace Fitness Zone are licensed medical practitioners. I acknowledge that I have either had a physical examination and have been given my Physician's permission to participate, OR that I have decided to participate in activities, use of equipment and weight loss without the approval of a Physician and do hereby assume all responsibilities.

Child Care Release: I release Pace Fitness Zone, its owners, employees, and all others from any and all responsibilities or liabilities from injuries or illnesses to my child or any minor that I have brought into the fitness center. I acknowledge that the safety of my child (children) is solely my responsibility. Children will allowed in facility during regular business hours.

I will not use the tanning bed until I have been properly trained and have signed a tanning bed waiver.

1. _____ 2. _____ 3. _____ 4. _____

If member is a minor, parent or legal guardian must sign below

Member:

1. _____	_____	_____
Printed Name	Signature	Date
2. _____	_____	_____
Printed Name	Signature	Date
3. _____	_____	_____
Printed Name	Signature	Date
4. _____	_____	_____
Printed Name	Signature	Date