



## DYNAMIX MEMBERSHIP AGREEMENT

Full Name: \_\_\_\_\_  Male  Female  
Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Main Phone: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_  
Email Address: \_\_\_\_\_

The undersigned ("Member"), desires to become a member of **Dynamix Physical Therapy, L.L.C. ("Dynamix")**, and agrees to the following terms and conditions:

- 1. PARQ.** Member represents and warrants that all facts stated in the Physical Readiness Questionnaire (PARQ) submitted by Member are true and correct. the PARQ is incorporated herein by reference and made a part of this Agreement.
- 2. PAYMENT OF MEMBERSHIP FEES.** All payments to are final and can be made by one of the following options:
  - Full Annual Payment: (All Up Front)
  - Annual Contract Month to Month Automatic Draft Payment: (No Initiation Fee)
  - No Annual Contract Month to Month Automatic Draft Payment: (\$50 Initiation Fee)

Should Member select the Monthly Automatic Draft Payment option, Member agrees to pay the then-current monthly Membership Fee, plus applicable taxes, each month thereafter through automatic withdrawals from an account maintained by Member in a financial institution or through automatic payments via debit/credit card. By signing this contract, Member agrees to provide **Dynamix** with the applicable payment information. All payment information is stored securely thru **Dynamix** third-party gym operations and billing software, Gym Master and Blue Pay. It is the responsibility of the Member to inform **Dynamix** of changes in payment information. Additionally, Member shall pay with this Agreement, an initiation fee of Fifty Dollars (\$50.00) if they choose to do the non-contract option.

- 3. MEMBERSHIP TYPES.** **Dynamix** offers the following membership types: Single, Family, Senior Single, and Senior Couple.

This Membership Type is:

- Single (\$38.40)  Family (\$71.33)  
 Senior Single (\$32.91)  Senior Couple (\$49.38)

**\*\*Other information regarding membership types\*\***

- Family
  - Includes up to three (3) people.
    - \$10 per month per additional person.
- Adding dependents (Family or Senior Couple accounts only)

- Eligibility requirements for adding dependents to an account
    - A member of your household and
    - Under the age of 18 or Under the age of 24 and a current student
  - Senior
    - Age 60 and over is considered Senior.
    - Senior memberships are month to month and require no initiation fee.
4. **TERM.** All memberships of *Dynamix* are either month-to-month or annual. All payments are due in advance.
  5. **LATE PAYMENTS & FEES.** Any payment received more than thirty (30) days after the due date shall be subject to a late charge of ten percent (10%) of the amount due or Twenty Dollars (\$20.00), whichever is greater. Any payment that has not been received after 3 months without notice from member will result in cancellation of said membership. Members can freeze their accounts up to 3 months with written notice either by certified mail or hand-delivery to management. Membership will automatically unfreeze after those 3 months have passed and regularly scheduled payments will resume. The amount of time an account is frozen will extend a contract's end date by that same amount of time. All fees incurred by *Dynamix* due to NSF, payment denials, returned checks, or the like will be reimbursed to *Dynamix* by member.
  6. **AUTOMATIC CONVERSION.** Those members who have signed an annual contract, and renew, will receive one free month's membership upon renewal of said annual contract. Those who do not renew will automatically convert to month to month automatic draft payments.
  7. **CANCELLATION.** Membership cancellation MUST be submitted to *Dynamix* in writing via certified mail or hand-delivery to a member of management. Upon receiving written cancellation notice, *Dynamix* will immediately cancel the member's gym membership. If applicable, member's automatic draft payment will be cancelled immediately upon *Dynamix* receiving written cancellation notice. **NO REFUNDS WILL APPLY.**
  8. **MEMBERSHIP ACCESS.** Member will be issued an access card, which will entitle Member to enter the premises and enjoy the use and benefit of the facilities of *Dynamix Physical Therapy L.L.C.* (collectively, the "Facility"). Member agrees not to allow any other person(s) access to the Facility using Member's access card, and Member will not allow anyone to enter the Facility along with Member. Should Member violate any conditions of Membership Access, the membership may be revoked with no refund, and criminal prosecution may be applicable. Facility access card included in Annual Contract Membership. For Month-to-Month Memberships, facility access card is a part of fifty dollars (\$50) initiation fee.
  9. **FACILITY AND HOURS OF OPERATION.** The Facility is an unmanned fitness center during certain hours and with the exception of any closures for maintenance or any mandatory shutdowns by property management or any governmental authority, is open twenty-four (24) hours, three hundred sixty-five (365) days a year.
  10. **PERSONAL TRAINING.** *Dynamix* is not a party to any arrangement between members of *Dynamix* for personal training. *Dynamix* shall not be liable in any way for results or lack of results obtained from any personal training arrangement activities between its members. All releases and waivers of liability as outlined in Section 8 herein apply to any and all fitness activities in which Member engages, regardless of any arrangement between members for personal training. No member of *Dynamix*, who is a personal trainer, shall represent himself or herself to be an employee or an affiliate of *Dynamix* in any way other than as a member of the Facility. No member may use the *Dynamix* name or logo for any purpose.
  11. **RELEASE AND WAIVER OF LIABILITY.** Member recognizes that there are hazards and risks connected with physical fitness training. These risks include, but are not limited to, abnormal blood pressure, fainting, heart disorders and heart attack, dehydration, heat exhaustion, sprains, muscle strain, blisters, stress fracture, shin splints, tendonitis, cartilage tears, bursitis, back pain and bruising of joints. Exercise beyond one's physical limits and/or accidents involving exercise equipment may result in serious injury or even death. Member agrees to defend, indemnify and hold harmless *Dynamix* against

any loss, damage or expense incurred by reason of any claim or liability based upon personal injury (including death) or property damage arising out of the negligent or intentional action of Member. Member further agrees to release **Dynamix** and its owners, officer, agents, employees and/or affiliates from any and all liability arising out of injury to Member, and further agrees to defend, indemnify and hold **Dynamix**, its owners, officers, employees and/or affiliates free and harmless from against the same. Member acknowledges that surveillance cameras are in use for the protection of the Facility, its equipment and its members. Member hereby consents to being photographed and/or recorded for such purposes.

**12. RULES, REGULATIONS, AND PROHIBITED ACTIVITIES.** Member acknowledges that **Dynamix** operates under rules and regulations established for the safety and protection of its members and agrees to be bound by such rules and regulations, as well by the rules and regulations subsequently approved and posted or otherwise published by **Dynamix**. Such rules and regulations in effect from time to time are incorporated into this Agreement by reference. Facilities, equipment, hours, service, regulations and policies are subject to change from time to time, without prior notice, in the sole discretion of **Dynamix**. Member agrees to accept such reasonable change(s) as a condition of membership. Member additionally recognizes:

- a. Under no circumstances shall Member move exercise equipment or use the equipment in any manner not authorized by **Dynamix**.
- b. All equipment must be wiped down by Member after each use, with the cleaning supplies provided by **Dynamix**.
- c. This membership is for the Member and the Member only. Members will not give access to another individual who is not an authorized Member.
- d. Member will not misuse and/or harm the equipment in any way.
- e. Individuals who are fourteen (14) years of age and older are eligible for individual memberships. Individuals who are younger than eighteen (18) years of age must have a guardian/parent sign the membership agreement in addition to the member. Members who are under the age of fourteen (14) are NOT eligible to have individual memberships. However, those under the age of fourteen (14) may be added to a family membership as a dependent. A guardian/parent must accompany a member, who is under the age of fourteen (14), at all times while in a **Dynamix** gym.
- f. Members shall conduct themselves in a well-mannered fashion so as not to cause any disturbance which may interfere with the use and enjoyment of the Facility by any other member. Profanity or indecent language and/or behavior will not be tolerated. Any conduct deemed by **Dynamix**, in its sole discretion, to be offensive, potentially harmful, dangerous or abusive will not be tolerated, and shall be grounds for termination of Member's membership by **Dynamix**.
- g. **Dynamix** shall not be responsible for any lost or stolen items.
- h. Member should not occupy any equipment for an extended period of time. Member should allow others waiting to use such equipment to work into their rotation.
- i. The climate of the Facility is controlled by **Dynamix** and is set to provide the optimum exercise environment for the majority of its members. Members shall not change or seek to change any environmental controls and shall never open any doors, cabinets, drawers, or windows to the Facility for any purpose. Members also shall not change or adjust the music or music volume provided by **Dynamix**.
- j. Other Prohibited Activities
  - i. Alcohol, drugs (including steroids), and smoking are prohibited within the Facility. Member agrees not to use the Facility or engage in any activity at **Dynamix** while under the influence of drugs, alcohol, or medication that may impair Member's

ability to operate the equipment. No weapons of any kind are allowed. No photography, videotaping, filming or audio recording is permitted within the Facility without the express written consent of **Dynamix** management. **Dynamix** reserves the right, in its sole discretion, to limit the consumption of food or beverages, or to the use of outside equipment within the Facility. Gambling or gaming is prohibited within the Facility or on the premises.

**13. DRESS POLICY.** **Dynamix** requires that members wear appropriate clothing and footwear while in the Facility. Appropriate clothing includes gym shorts, T-shirts, jogging suits, aerobic wear and sweat outfits. Street clothing and jeans are not considered appropriate clothing.

**\*\* Clients receiving physical therapy services are not governed by the above dress policy. \*\***

**14. COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**15. HEADINGS.** The headings in this Agreement are inserted for convenience only and shall not constitute a part of this Agreement.

**16. BINDING EFFECT.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

**17. ENTIRE AGREEMENT.** This Agreement, including the schedules, lists and other documents referred to in this Agreement which form a part of this Agreement, embody the entire agreement and understanding of the parties with respect to the subject matter contained in this Agreement. There are no restrictions, promises, warranties, covenants or undertakings, other than those set forth or referred to in this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to each subject matter.

**18. GOVERNING LAW.** This Agreement, and all documents mentioned herein by reference, shall be governed by the laws of the State of Tennessee.

**19. FURTHER ASSURANCES.** The parties agree to execute such further documents as may be necessary, proper or convenient, for the purpose of fully effectuating the terms and conditions of this Agreement.

**20. SUSPENSION AND TERMINATION.** I understand that **Dynamix Physical Therapy L.L.C** may suspend or terminate my membership at any time, in its sole and absolute discretion, for non-payment of Membership Fees or for violation of any of **Dynamix Physical Therapy L.L.C.** policies and procedures, and that in so doing, **Dynamix Physical Therapy L.L.C.** assumes no further liability to adhere to the terms of this Agreement.

**21. ACCEPTANCE OF TERMS.** As a Member, I understand that I am entitled to use the Facility within the scope of the membership that I have selected, and that I am obligated to pay my dues and fees regardless of whether or not I use the Facility. I agree to promptly update **Dynamix Physical Therapy L.L.C.** of any change in my contact information (including address, telephone number or email address) or change in credit information.

**I certify that I have read the foregoing Membership Agreement, and that by signing below, I acknowledge that I understand and agree to be bound by all of the terms and conditions hereof. I further acknowledge that a fully executed copy of this Membership Agreement has been provided to me.**

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Member's Signature

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Signature of ***Dynamix Physical  
Therapy L.L.C.*** representative

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Print Name

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Print Name

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Date

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Date