

**Iron Warehouse, LLC** – 670 East Cloverdale Avenue, Vincennes, Indiana 47591 (812)886-4162

**MEMBERSHIP AGREEMENT**

FEES: **\$28.00/month OR Annual Discount Price \$308/year cash/check/debit card; \$31.00/month credit card;** auto-draft. Key Fob \$5 (1 time fee).

*1. With a paid Monthly Membership, a Family Package rate is available; Member pays an additional \$15.00/month for each minor child aged 13-18, subject to terms set forth below.*

*2. With a paid Monthly Membership, an additional benefit can be added. Access to the Iron Fitness room for an additional \$15.00/month.*

*3. With a paid Monthly Membership, an additional benefit can be added. Tanning access for an additional \$5.00/month.*

BILLING CYLCE: Your Monthly Membership Fee will be billed to the account below on or around the\_\_ of each month beginning on\_\_\_\_\_, 2022 for \$\_\_\_\_\_per month plus applicable taxes, and continuing each month thereafter, until you cancel in accordance with this agreement. Your Monthly Membership Fee is guaranteed so long as you remain a member in good standing including payment of all monthly dues.

CANCELLATION: To cancel your monthly membership and stop the billing of the Monthly Membership Fee as indicated above, Iron Warehouse, LLC (hereinafter the “Club”) must receive written notification at the address listed above; said notification must be received at least ten (10) days prior to the date of your monthly billing cycle listed above. Please note it may take up to seven (7) business days for any membership or billing changes to take effect.

CREDIT CARD: If you have provided your credit card information to us for billing purposes and your credit card expires, you authorize us to obtain a new expiration date from the card issuer, if we choose to do so, and/or to continue billing the card in accordance with the terms of this agreement (whether or not we have obtained a new expiration date).

SERVICE FEES: In accordance with applicable law, if our first attempt to collect any fee under this Agreement is unsuccessful, we may make additional attempts to collect from any/all payment methods you provide us, and a \$10 service fee will be applied for each instance we submit or re-submit such payment request and it is returned uncollectable for any reason including, but not limited to, insufficient funds, expired or cancelled payment cards, overdrafts and closed accounts. We are not liable for any fees charged by your financial institution in the event a payment request is returned as uncollectable.

**I have read and understand the cancellation rights and billing policies on the front and back of this Agreement. (\_\_\_\_\_Member Initials)**

<b>Name on account:</b> _____	<b>Name on Card:</b> _____
<b>Bank Account No.</b> _____	<b>Credit Card No.</b> _____
<b>Routing No.</b> _____	<b>Expiration Date:</b> _____ <b>CVC:</b> _____

By initialing below and signing this agreement, I authorize the Club to store the payment account information above provided by me in relation to this agreement. I authorize the Club to initiate transfers from the Account designated above for purpose of billing all or a portion of the recurring Monthly membership Fee I owe to the Club on or around the date set forth herein until all of my obligations are paid under this agreement. I further agree that the Club may re-submit the fee to the account if the submission fails. I agree that transfers of partial payments of an overdue balance are authorized by me under this agreement. I agree that the Club may also use the stored payment information to process payments owed in relation to all subsequent agreements entered into between me and the Club. If my membership will automatically renew at the end of a term set forth in this agreement, the stored payment information will be used to process payments owed in relation to the renewal term. This authorization to store and use payment information will not expire unless it is expressly revoked by me. I understand that the amounts debited from my account may vary each month based on additional amounts owed to the Club in accordance with the terms of this agreement. I confirm that I am authorized under the terms of the applicable agreement with my financial institution to use the accounts designated above the for the purchase of goods and services from the Club and agree to comply with my financial institution’s requirements at all times while this authorization is in effect. The general cancellation and refund policies set out in this agreement will apply to this authorization. If any changes are made to the terms of this authorization, I understand that an e-mail notifying me of such changes will be sent to the email address provided by me on this agreement or if an email is not provided, that notice will be sent to the mailing address provided on the first page of this agreement.

\_\_\_\_\_(Member’s initials)

MINOR WAIVER: The Club does not accept members under the age of 13. In exchange for the Club allowing my minor child 13 years or older to purchase a membership, I agree to the Release of Liability and Assumption of Risk clauses in this agreement and I agree to defend and indemnify the Club to the fullest extent permitted by the law for any claim brought by my minor child against the Club. I also promise to pay any financial obligation for my minor child and acknowledge that the banking information above is my account. I understand and agree that my minor child that is age 13-17 must be accompanied and supervised by a parent or guardian at all times while in the Club. I also understand that my minor child, age 13-15, cannot use the tanning beds/tanning services as part of their membership. Minors aged 16 up to 18 must have a current adult/family membership, a parent signature and a parent present for tanning services.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

If Membership includes minor(s), list names/ages below:

_____	Age: _____	Tanning: Yes or No
_____	Age: _____	Tanning: Yes or No
_____	Age: _____	Tanning: Yes or No

RELEASE OF LIABILITY AND ASSUMPTION OF RISK: I understand and expressly agree that my use, of this Club involves the risk of injury to me or my guest whether caused by me or not. I understand that these risks are inherent in physical activity and my use of the facilities and equipment and can range from minor injuries to major injuries, including death. In consideration of my participation in the activities and facilities, exercise equipment and services offered by the Club and such use by my guests, if applicable, I understand and voluntarily accept full responsibility on my behalf and on my guest's behalf for the risk of injury or loss arising out of or related to my use or my guest's use of the facilities including, without limitation, exercise equipment, tanning, massage beds/chairs, and participation of any other exercise programs or use of other services, equipment and/or programs offered to members. I further agree the Club, and the officers, directors, shareholders, employees, managers, members, agents and independent contractors of the Club will not be liable for any injury including, without limitation, personal, bodily, or mental injury, disability, death, economic loss or any damage to me, my spouse or domestic partner, guests, unborn child, heirs, or relatives resulting from the negligent conduct or omission of the Club or anyone acting on their behalf, whether related to exercise or not. Accordingly, to the fullest extent permitted by law, I do hereby forever release, waive and discharge the Club from any and all claims, demands, injuries, damages, actions or causes of action related to my use or my guest's use of any the Club facility (collectively, "Claims") against the Club, or anyone acting on its behalf, and hereby agree to defend, indemnify and hold harmless the Club from and against any such Claims, including Claims made by my guests. I further understand and acknowledge that the Club does not manufacture fitness or other equipment or products available the Club and therefore the Club will not be held liable for defective equipment or products.

I understand I am not obligated to sign this agreement and should not do so if there are any unfilled blanks. I understand my right of cancellation and the billing and refund policies. I understand my release or liability, assumption of risk and agreement to indemnify, defend and hold harmless and I have been given the opportunity to review and ask questions related to my use of the Club and its equipment, as well as my participation in exercise programs or other services and/or programs offered to members. I agree to comply with the Club's membership policies and Club rules that may be communicated to me from time to time, whether in writing, electronically, through Club signage or verbally. The Club may, in its sole discretion, modify any policy or Club rule at any time and from time to time without advance notice. The Club reserves the right, in its sole discretion, to refund the pro-rated cost unused services and terminate my membership, immediately for violation of any membership policy or Club rule. By signing below, I acknowledge and agree to all the terms contained in this agreement.

TANNING ACKNOWLEDGEMENT: (1) I have read and understood the warnings specified in 820 IAC 5-1-29 (Tanning Warning Sign) and 5-1-30 (Tanning Consent Form) of this rule before using a tanning device; (2) I agree to use the protective eyewear that the tanning facility provides; (3) I understand that some people who are not susceptible to tanning under natural sunlight may also not be susceptible to tanning under artificial light; and (4) I have not/will not use a tanning device within the past twenty-four (24) hours of each use.  
THERE IS A 275 POUND WEIGHT LIMIT ON OUR TANNING BEDS. \_\_\_\_\_(Member's initials)

**BUYER'S RIGHT TO CANCEL:** This contract may be cancelled before midnight of the third full business day after you sign the contract. This cancellation is by written notice, in any form, delivered in person or mailed by certified or registered mail to address specified at the top of this contract. The notice must be accompanied by any membership cards previously given to the you. All money paid under this contract shall be refunded within thirty (30) days of receipt of this notice of cancellation.

**BUYER'S RIGHTS:** You or your estate may cancel the contract if any of the following occur: (1) You die. (2) You become totally physically disabled for the duration of the contract. (3) The Club is moved to a location that is more than five (5) miles from the original facility. However, if the Club is closed and a facility with similar health spa services is operated less than five (5) miles away from the closed facility, then this contract may be transferred to the operating facility, if the operator of the facility to which the contract is to be transferred accepts the transfer.

**PHYSICAL CONDITION/NO MEDICAL ADVICE:** You represent that you are in good physical condition and have no medical reason or impairment that might prevent you from your intended use of the Club's facilities. You acknowledge that the Club did not give you medical advice before you joined and cannot give you medical advice after you join. We do not give members advice relating to their physical condition or ability to use the facilities, so if you have any health or medical concerns now or after you join, please discuss them with your doctor before using the facilities.

**PROPERTY:** The Club is not liable to you or your guest for any personal property that is damaged, lost, or stolen while on or around the Club's premises including, but not limited to, a vehicle or its contents or any property left in a locker. If you or your guest cause any damage to the Club's facilities, you are liable to the Club for its cost of repair or replacement.

**ATTORNEY FEES/EXPENSES/JURY WAIVER/VENUE:** If the Club hires an attorney to collect any amount owed to the Club or to represent or defend it in a lawsuit, you agree to pay the Club's reasonable attorney fees and legal expenses, including court costs. The Club and you hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by the Club or you against the other. If there is a lawsuit, the Club and you agree to submit to the jurisdiction of the courts of Knox County, State of Indiana.

Date: \_\_\_\_\_

\_\_\_\_\_  
Member-signature

Member Printed Name: \_\_\_\_\_

Iron Warehouse LLC:

By: \_\_\_\_\_

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**NON-MEMBERSHIP LIABILITY WAIVER<sup>1</sup>**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

If minor will also use Club facility, list names/ages below:

\_\_\_\_\_ Age: \_\_\_\_\_

\_\_\_\_\_ Age: \_\_\_\_\_

\_\_\_\_\_ Age: \_\_\_\_\_

FEES: \$ \_\_\_\_\_

**BILLING CYLCE:** Your Fee will be billed to the account below on or around the \_\_\_\_ of each month beginning on \_\_\_\_\_, 2022 for \$\_\_\_\_\_ per month plus applicable taxes, and continuing each month thereafter, until you cancel in accordance with this agreement. You may participate in the Iron Warehouse, LLC activity your registered for so long as you pay the required Fee.

**CANCELLATION:** To cancel and stop the billing of the Fee as indicated above, Iron Warehouse, LLC (hereinafter the “Club”) must receive written notification at the address listed above; said notification must be received at least ten (10) days prior to the date of your monthly billing cycle listed above. Please note it may take up to seven (7) business days for any billing changes to take effect.

**CREDIT CARD:** If you have provided your credit card information to us for billing purposes and your credit card expires, you authorize us to obtain a new expiration date from the card issuer, if we choose to do so, and/or to continue billing the card in accordance with the terms of this agreement (whether or not we have obtained a new expiration date).

**SERVICE FEES:** In accordance with applicable law, if our first attempt to collect any fee under this Agreement is unsuccessful, we may make additional attempts to collect from any/all payment methods you provide us, and a \$10 service fee will be applied for each instance we submit or re-submit such payment request and it is returned uncollectable for any reason including, but not limited to, insufficient funds, expired or cancelled payment cards, overdrafts and closed accounts. We are not liable for any fees charged by your financial institution in the event a payment request is returned as uncollectable.

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<sup>1</sup> This Non-Membership Liability Waiver need only been signed once regardless of the number of times the Participant may use the Club facilities. This Waiver shall be kept on file and must include the names of any minor children that will also use the Club facilities on a non-membership basis. This Waiver is intended for use of non-members such as one-day pass users or users that register for individual classes that do not require a Club Membership. Those participating in Fitness Classes should sign the Iron Warehouse, LLC Liability Waiver.

**I have read and understand the cancellation rights and billing policies on the front and back of this Agreement. ( \_\_\_\_\_ Initials)**

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<b>Bank Account No.</b> _____	<b>Credit Card No.</b> _____
<b>Routing No.</b> _____	<b>Expiration Date:</b> _____ <b>CVC:</b> _____

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\_\_\_\_\_ (Initials)

**BUYER'S RIGHT TO CANCEL:** This contract may be cancelled before midnight of the third full business day after you sign the contract. This cancellation is by written notice, in any form, delivered in person or mailed by certified or registered mail to address specified at the top of this contract. The notice must be accompanied by any cards/punch cards previously given to the you. All money paid under this contract shall be refunded within thirty (30) days of receipt of this notice of cancellation.

**BUYER'S RIGHTS:** You or your estate may cancel the contract if any of the following occur: (1) You die. (2) You become totally physically disabled for the duration of the contract. (3) The Club is moved to a location that is more than five (5) miles from the original facility. However, if the Club is closed and a facility with similar health spa services is operated less than five (5) miles away from the closed facility, then this contract may be transferred to the operating facility, if the operator of the facility to which the contract is to be transferred accepts the transfer.

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK:** I understand and expressly agree that my use of this Club involves the risk of injury to me whether caused by me or not. I understand that these risks are inherent in physical activity and my use of the facilities and equipment and can range from minor injuries to major injuries, including death. In consideration of my participation (or the minor's participation) in the activities and facilities, exercise equipment and services offered by the Club, I understand and voluntarily accept full responsibility on my behalf and on my minor child(ren)'s or guest's behalf for the risk of injury or loss arising out of or related to use of the facilities including, without limitation, exercise equipment, tanning, massage beds/chairs, and participation of any other exercise programs or use of other services, equipment and/or programs offered. I further agree the Club, and the officers, directors, shareholders, employees, coaches, managers, members, agents and independent contractors of the Club will not be liable for any injury including, without limitation, personal, bodily, or mental injury, disability, death, economic loss or any damage to me, my spouse or domestic partner, my minor child(ren), guests, unborn child, heirs, or relatives resulting from the negligent conduct or omission of the Club or anyone acting on their behalf, whether related to exercise or not. Accordingly, to the fullest extent permitted by law, I do hereby forever release, waive and discharge the Club from any and all claims, demands, injuries, damages, actions or causes of action related to my use or the use of my minor child(ren) or my guest(s) of any of the Club facility (collectively, "Claims") against the Club, or anyone acting on its behalf, and hereby agree to defend, indemnify and hold harmless the Club from and against any such Claims. I further understand and acknowledge that the Club does

not manufacture fitness or other equipment or products available at the Club and therefore the Club will not be held liable for defective equipment or products.

I understand my release or liability, assumption of risk and agreement to indemnify, defend and hold harmless and I have been given the opportunity to review and ask questions related to my use of the Club and its equipment, as well as my participation in exercise programs or other services and/or programs offered. I agree to comply with the Club's policies and rules that may be communicated to me from time to time, whether in writing, electronically, through Club signage or verbally. The Club may, in its sole discretion, modify any policy or Club rule at any time and from time to time without advance notice. The Club reserves the right, in its sole discretion, to terminate use of the Club immediately for violation of any policy or Club rule. By signing below, I acknowledge and agree to all the terms contained in this agreement.

MINOR WAIVER: The Club does not allow minors under the age of 13. I agree to the Release of Liability and Assumption of Risk clauses in this agreement and I agree to defend and indemnify the Club to the fullest extent permitted by the law for any claim brought by my minor child against the Club. I also promise to pay any financial obligation for my minor child. I understand and agree that my minor child that is age 13-17 must be always accompanied and supervised by a parent or guardian while in the Club.

PHYSICAL CONDITION/NO MEDICAL ADVICE: You represent that you and your minor child(ren) are in good physical condition and have no medical reason or impairment that might prevent you from your intended use of the Club's facilities. You acknowledge that the Club did not give you medical advice before you joined and cannot give you medical advice after you join. We do not give advice relating to your physical condition or ability to use the facilities, so if you have any health or medical concerns now or later, please discuss them with your doctor before using the facilities.

PROPERTY: The Club is not liable to you, your minor child(ren), or your guest(s) for any personal property that is damaged, lost, or stolen while on or around the Club's premises including, but not limited to, a vehicle or its contents or any property left in a locker. If you, your minor child(ren) or your guest(s) cause any damage to the Club's facilities, you are liable to the Club for its cost of repair or replacement.

ATTORNEY FEES/EXPENSES/JURY WAIVER/VENUE: If the Club hires an attorney to collect any amount owed to the Club or to represent or defend it in a lawsuit, you agree to pay the Club's reasonable attorney fees and legal expenses, including court costs. The Club and you hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by the Club or you against the other. If there is a lawsuit, the Club and you agree to submit to the jurisdiction of the courts of Knox County, State of Indiana.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_