

## BULLDOG GYM GUIDELINES

1. **HOURS OF OPERATION:** Operating schedules will be subject to change from time to time, according to periodic postings at the Club. The Club may be closed on holidays, and at other posted holidays, including days for repair and maintenance.
2. **MEMBERSHIP CARD:** All members upon entering the Club are required to either scan card at door or at counter. In the event that a member claims that his or her membership card has been lost, stolen or destroyed, the Club may require a payment of 10.00 as a service fee before issuing a replacement card. **Members must not loan out their assigned membership cards to non members nor should they allow someone to enter who does not have a membership card. Any gym member who is caught doing so will be subject to a \$20.00 fine or suspension of gym membership.**
3. **EXERCISE CLOTHING:** Gym attire only. Men and women are required to wear soft-soled gym shoes at all times in the exercise area. Absolutely no work boots, metal belts or metal belt buckles are to be worn on exercise floor.
4. **TIME USE ON EQUIPMENT:** Members agree to follow designated time and use of all machines, exactly as prescribed. Maximum time use will be allowed on certain specified machines.
5. **EQUIPMENT AND EQUIPMENT MALFUNCTIONS:** Member understands that equipment may, from time to time be out of order. When special factory parts must be ordered some units may be out of order for several weeks. When this occurs, members agree to follow a regulated substitution program.
6. **SAFETY REGULATIONS:** Members will not start machine or other device until in position and will follow treatment exactly as prescribed by the staff.
7. **NO CHILDREN ALLOWED:** No children will be allowed on the premises. Children shall be defined to mean any person under the age of 14. At Clubs discretion, age may change without recourse to member.
8. **SMOKING:** Smoking is not permitted in any part of the club, including the locker rooms. No tobacco use.
9. **WARRANTIES:** Member agrees that no warranties, representations or agreements of merchantability, fitness for a practical purpose, or otherwise express or implied were made to Member except for those written herein or in writing, signed by an officer of the Fitness Center owning the club.
10. **AMENDING OF RULES:** The Club reserves the right to amend or add to these rules and conditions and to adopt new rules and conditions as it may deem necessary for the proper management of the Club.
11. **PERSONAL PROPERTY:** The Club, the Fitness Center owning the Club, agents and employees of both shall not be responsible for damaged, lost or stolen articles of clothing or any other personal property of the member.
12. **DAMAGE TO FACILITIES OR EQUIPMENT:** Member agrees to pay an extra charge for damage caused from any careless use of equipment or dropping weights, etc caused by member.
13. **COMPLIANCE WITH RULES AND CONDUCT OF MEMBER:** Member agrees to be subject to the control and guidance of the Club staff while on the premises and will follow instruction of Club personnel. Member agrees to conduct themselves in a quiet, well-mannered fashion while on the premises and reserve all criticism of any major kind about the Club, other Club members, guests or Club personnel until in a private office with the Club manager. Member agrees to obey all rules and conditions of membership in this contract or in the future prescribed by the Club. The Club reserves the right to revoke or terminate all memberships hereunder if the member fails to keep and obey any of such rules and conditions.
14. **USE OF FACILITY BY MEMBERS:** Member agrees and represents on behalf of himself/herself and all family members that all exercises, treatments and use of all club facilities shall be undertaken at each member's own risk, that each member is in good physical condition and physically able to undertake any and all treatments provided by the club and that the Fitness Center which owns the club and/or any affiliated companies and/or their respective agents and employees shall not be liable for any claims, demands, injuries, damages, actions or causes of action to

members of their property, which arise wholly or partially due to the negligence of a member, and/or which wholly or partially are due to the negligence of the Fitness Center which owns the Club and/or any affiliated companies and/or their respective agents and employees, arising out of or connected with the use of any services and/or facilities or such Fitness Center, or any affiliated companies and their respective agents employees from such claims, injuries, damages, actions or causes of action. Fitness Center shall not be liable to Member or anyone claiming under, through or for Member's failing to disclose any disability or medical history or for any injury sustained or received by member as the result of the use of said equipment or the exercises prescribed, such as free weights, circuit training, aerobics, selectorized machines, free weight equipment, including sauna, steam or whirlpool (if provided).

15. **INCIDENTAL PROGRAMS AND SERVICES:** Member acknowledges that member is purchasing a membership(s) in a physical fitness facility. Club may provide, in its sole discretion, programs (such as dance exercise programs), facilities, services, or equipment as part of its contractual obligations hereunder, and may discontinue, change or modify the same in its sole and absolute discretion, without recourse by Member. Violation of items constitutes a willful breach of contract and may, at our option, trigger acceleration of all remaining payments due under this contract.
16. **UNAVAILABILITY OF FACILITY OR SERVICES:** There shall be no right of abatement of the running of the specified term of membership for any reason whatsoever. Failure to attend and use the facility will not relieve members of any liability of payments and amounts due. Should the facilities or all of the services no longer be available at the location at which member enroll due to any reason including but not limited to, fire, condemnation, loss of lease, act of God, catastrophic or any other reason, the Club will have the right at its option, to extend member's membership to a period of time equal to the time such facility is unavailable.
17. **PAYMENT:** Payment must be received within 72 hours of membership expiring.
18. **CARE OF EQUIPMENT:** All weights and equipment must be put away or racked after use. All gym equipment must be sprayed with disinfectant and wiped down after each use.
19. **PICTURES:** No photos are to be taken while in gym of any member without their consent.

I \_\_\_\_\_ agree to adhere to the above stated guidelines.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)