

# GOLD'S GYM

East Wing, Robinson's Galleria  
ADB Avenue, Quezon City  
Philippines

## MEMBERSHIP AGREEMENT

### OFFICE USE ONLY

Date Entered \_\_\_\_\_ Date Deleted \_\_\_\_\_

MA Accenture

The undersigned Member hereby agrees to become a member of Gold's Gym Philippines ("Club") in accordance with all terms, conditions and obligations set forth herein. The Membership permits member to use Club facilities during the membership term subject to such rules, regulations and conditions of membership as may be in effect from time to time at club. Hours and days of operation, rules, regulations and conditions of use may be posted at Club from time to time and shall be subject to change without notice.

Last Name:	First:	Occupation	M	F
Address:				
ID/Passport No:		Birthdate:		
Tel:		(Cell):	E-mail:	
Accenture:				
Emergency Contact:		Relationship	Tel:	

#### Membership Features

Unlimited use of any Gold's Gym in the Philippines (M-F 6am-midnight, Sat 6am-9pm, Sun/Hol 8am-9pm)  
Use of exercise (strength and cardio) equipment  
Use of locker while in the gym (bring own padlock please)  
Unlimited Use of steam and sauna  
Access to all scheduled group exercise classes  
3 Supervised exercise sessions

Member's Initials \_\_\_\_\_

#### Membership Type

New Membership  
ELITE  
Unlimited  
Corporate:  
Accenture  
Term: Three Months

Enrollment Fee	Php waived
Processing	Php waived
Annual Dues	Php 3,000.00
)	

**MEMBERSHIP** Quarterly Dues 3,000.00 ( via bank deposit) at BPI, America Fitness Partners Inc, 3561045401

This membership has a minimum contracted term of **three** months. Member may opt not to continue the membership after the 3 month term. Cancellation must be made as specified under the member's Right to cancel this Agreement. This is the only method by which this Agreement can be canceled, and club is under no obligation to notify Member when the minimum contracted term is completed.

Member's Initials \_\_\_\_\_

Gold's Gym Enterprises, Inc., Gold's Gym Merchandising, Inc., or any related corporation is not the owner of this Club facility. The owner of this facility has been licensed by Gold's Gym Enterprises, Inc. to use the Gold's Gym marks in connection with its operation. Neither Gold's Gym Enterprises, Inc. Gold's Gym Merchandising, Inc., or any related corporation, is contractually or otherwise liable to Member as the owner is solely liable for the debts and obligations of this facility. Member acknowledges that (1) Member has received a current copy of Club's rules and regulations. (See reverse side). (2) Member has read the terms and conditions and terms set forth herein and accepts this Agreement as a legal and binding contract and Member accepts this written contract as including details of the Agreement, (3) Member is of legal age and capacity and is willfully entering into this Agreement. MEMBER'S FAILURE TO REGULARLY ATTEND AND UTILIZE CLUB FACILITIES DOES NOT RELIEVE OF HIS/HER MEMBER OBLIGATIONS, REGARDLESS OF THE CIRCUMSTANCES, TO PAY THE EFT IN FULL MEMBER UNDERSTAND THAT, EXCEPT AS HEREIN PROVIDED, HIS/HER MEMBERSHIP IS ABSOLUTELY NON-CHANGEABLE.

#### MEMBER'S RIGHT TO CANCEL

MEMBER MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF CLUB'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, EXCLUDING SUNDAYS OR HOLIDAYS. SUCH CANCELLATION MUST BE IN WRITING AND SENT TO CLUB. MEMBERSHIP CARD, COPY OF THIS AGREEMENT, AND ANY OTHER PROPERTY OF CLUB MUST BE RETURNED. VERBAL CANCELLATION IS NOT ACCEPTABLE. THIS IS THE ONLY MANNER IN WHICH THIS AGREEMENT MAY BE CANCELLED AND ALL MONEY PAID PURSUANT TO THIS AGREEMENT REFUNDED.

Member's Initials \_\_\_\_\_

Club Representative: Mylene Dayrit  
Date Signed: \_\_\_\_\_

Buyer's Signature  
Member's Signature (if different from buyer)  
\_\_\_\_\_

## RULES AND REGULATIONS

### 1. DEFAULT:

- A. Member will be in default if he/she breaches any of these Agreement terms or conditions, or if he/she fails to pay any Monthly dues within thirty (30) days after the scheduled due date. If Member is in Default, membership privileges may be denied and the remaining balance due not release Member from any obligations under this Agreement.
- B. Member shall not be relieved of obligations to make any payments of the enrollment fee herein agreed to, and no deduction or from any of said payments shall be made, by reason of the absence or withdrawal of Member from Club, or by reason of Member's failure to attend or use Club facilities.
- C. Membership is not transferable. Member can not sell, assign, or transfer this agreement, his/her membership card or membership in Club shall be null and void. Member may not loan his/her membership card/number to anyone.

### 2. MEMBER'S RIGHT TO CANCEL:

- A. If by reason of death or permanent disability Member is prevented from using a significant portion of Club facilities for which he/she has contracted, he/she shall be relieved from the obligation of making payment for services other than those received prior to the onset of the disability or time of death. If services not yet received were prepaid, the pro-rated amount will be refunded within thirty (30) days. A copy of the death certificate must be sent.
- B. The definition of permanent disability is a condition of a non-temporary nature which would preclude Member from physically using a significant portion of the facilities for the remainder of the term of the membership and is documented in writing by a physician acceptable to Club.
- C. "Enrollment fee" entitles one to become a Member. Membership dues are for use of Club facility and services, and are a separate item. The Enrollment fee is not a prepayment for services, but is earned by the club at the time of enrollment and pays capital, computer setup and administrative costs, and is non-refundable.
- D. Any request for cancellation by Member, must be in writing and must be delivered by mail to Club. This is the only manner by which cancellation of this membership will be granted, subject to the terms and conditions set forth above. A Member's request for cancellation of membership must be received at least thirty (30) days prior to the next scheduled Monthly Dues payment date.
- E. Club will not be liable to the Member for the refund of any additional payments received from Member if the terms and conditions set forth #2A above for cancellation have not been met.

### 3. WAIVER AND RELEASE:

- A. Member fully understand that he/she is engaging in physical exercise, equipment, Club exercise facilities, and training instructions by Club personnel which may cause injury to him/her. He/She hereby agrees that he/she is voluntarily participating in physical exercise, the use of Club facilities, and training and instruction by Club personnel and that he/she is assuming all risks of injury to him/her on account of these activities. It is further agreed that Club will not perform any evaluation of Member's physical condition, which might result in the identification of risk factors contradicting physical exercise, prior to his/her stating continuing an exercise activity.
  - B. Member hereby warrants, represents and agrees that he/she has no physical disability, impairment of ailment preventing him/her from engaging in any exercise activity, or that will be detrimental or inimical to his/her health, safety, comfort, or physical condition, or that of others. It is always advisable to consult his/her physician before undertaking a physical exercise program.
  - C. Member agrees hereby to waive any and all claims or rights he/she might otherwise have against Club, including the right to use Club, its employees or agents, for any such injuries or claims aforesaid.
  - D. Member has carefully read this waiver and release and fully understands it is a release of any and all future claims against Club or injuries or risk of injury resulting from activities while attending Club facility.
  - E. Member further agrees to release Club from any liability for any loss or theft of personal property.
  - F. Member understands and agrees to all rules and regulations of using Club facility. Club reserves the right to change or modify these rules and regulations in the future without prior notification to Member. Club reserves the right to revoke this Agreement if Member willfully fails or refuses to abide by such rules and regulations.
4. In the event that Member shall claim that his/her membership card is lost, or stolen or destroyed, Club may require an affidavit setting forth the relevant circumstances and the payment of a Php 500.00 service fee before issuing a replacement card.
5. This agreement constitutes the entire and exclusive agreement between parties. Any promises, representations, understandings, and /or agreements pertaining directly or indirectly to this Agreement which are not contained herein are hereby waived. This Agreement may be modified only by an instrument in writing. However, Club or assignee of this Agreement is hereby authorized to correct patent errors in this Agreement. (and in other documents, if any, executed in connection herewith). At Club's option, this Agreement shall be null and void if it is not completed by Club's then current pricing and payment programs.
6. This Agreement is governed by laws of the Republic of the Philippines.
7. If any particular provision of this Agreement is invalid, that same shall not affect the other provision hereof.
8. Club can delay enforcing its rights under the Agreement without losing them.
9. CLUB RESERVES THE RIGHT TO ALL PERSONAL TRAINING AT CLUB FACILITY. UNDER NO CIRCUMSTANCES IS ANY MEMBER TO TRAIN ANOTHER MEMBER. IF ANY MEMBER IS SUSPECTED OF THIS, THE SITUATION WILL BE INVESTIGATED AND MEMBER BE EXPELLED FROM CLUB WITHOUT REFUND OF ANY MEMBERSHIP FEES OR RELEASE FROM ANY AMOUNTS OWED TO CLUB.

### 10. MEMBERSHIP RULES:

Member agrees to keep and obey all rules and regulations now in force or in the future prescribed by Club for the use of Club facilities and the equipment and facilities therein including rules with respect to lockers, attire and personal hygiene. Club reserves the right to revoke or suspend this membership, for moral turpitude or fraud. If Member is suspended, member's obligations to make payments under this Agreement continue as scheduled. Upon entering Club, Member must register at the reception desk and provide membership identification (and show other identification if requested by Club personnel).

- A. Member must carry a towel while using Club facilities, and will clean up his/her sweat after using equipment.
- B. Absolutely no gym bags are allowed in the exercises rooms. If he/she brings extra clothes or equipment, he/she must check out a locker and use it.
- C. THERE IS NO SMOKING, TOBACCO CHEWING, BETEL-NUT CHEWING IN ANY AREA OF THE CLUB. No open drink containers on gym floors.
- D. Damage to Club property shall be paid for by any Member who willfully or neglectfully causes such damage. Member is responsible for damage incurred by dependent children or guests.

Member shall be subject to the control and guidance of Club's staff and follow the instructions of the staff while in Club's facilities. Member agrees to conduct himself/herself in a quiet and well-mannered fashion when in or about Club facilities so as not to cause any disturbances which would interfere with the use and enjoyment of Club by other Members and guests. Under no circumstances will Member use foul, loud, or slanderous language, or harass, molest, badger, or solicit other Members or guests, and under no circumstances shall Member move exercise equipment about, or use the equipment in any manner not authorized by Club management. Any complaints, other than those of an emergency nature or requiring immediate action by Club's personnel, shall be made directly to the manager, in private, so as to avoid possible embarrassment to other Members. Member agrees to keep and obey rules and procedures now in force or in the future established by the Club. The Provisions of this paragraph are vital to the successful operation of Club. A violation of these provisions by the Member could cause injury to Member or to other persons using Club's facilities, injury to the reputation of Club, damage to property belonging to Club and other persons, or interference with rights granted to others to use Club.

- E. Lockers are for daily use only. In no event will anyone be permitted to leave locks overnight on lockers. All locks left overnight will be removed and contents donated to charity or discarded, unless Member has a rental locker.

Member's Initials \_\_\_\_\_