

# MEMBERSHIP TERMS & CONDITIONS

**All of the membership rules contained herein apply equally to all users, members, temporary members and guests.**

## The Fitness Center

All reference to the 'fitness center' refers to the Ferron Fitness Center, its staff, employees, sub contractors, agents and representatives. Facilities refer to the fitness center, restrooms, studio, changing rooms, etc.

Members of Ferron Fitness are bound, as a condition of membership, to comply with the terms and conditions set out below. This is to ensure that the facilities are properly and safely used and that all members have full advantage of them without interfering with the enjoyment of others.

## Membership

**All memberships are Non-Transferable & Non-Refundable.**

Individual 12 Month: \$50 one time registration fee, \$20 monthly membership fee. **12 month commitment.**

Couples 12 Month: \$75 one time registration fee, \$35 monthly membership fee. **12 month commitment.**

Individual Month to Month: \$99 registration fee, \$35 monthly membership fee. **No Commitment.**

Couples Month to Month: \$150 registration fee, \$50 monthly membership fee.

**No Commitment.**

Class Pass ONLY Membership: Class passes can be purchased and used as the sole membership or as an add on to a regular membership. This membership option does NOT receive KISI door access to the gym. Class Pass ONLY users are not permitted to utilize the fitness center area or fitness center equipment. Class passes are a one time charge and will only be added at the request of the user/member.

Day Pass, Week Pass, Class Pass, etc: price varies depending on option selected. Non refundable, non transferable, one time charge at user/member request. Class Passes are NOT included in any regular memberships.

All members must be at least 12 years of age to utilize our facilities, equipment and services provided at Ferron Fitness. Any member under 16 years of age must be accompanied by an adult in order to utilize any facilities and services provided at Ferron Fitness Center.

Ferron Fitness is a private, members only fitness center and the management reserves the right to refuse membership to any individual without cause. References may be required on a case by case basis. Failure to comply with the terms and conditions and rules of the fitness center will result in permanent termination of your membership and any future membership opportunities. By joining Ferron Fitness, members automatically accept and agree to be bound by these conditions of membership. Gym Rules are posted at the facility and will be updated regularly or as needed to ensure safe, professional utilization of the facility.

Ferron Fitness may withdraw use of all or part of the fitness center for the purpose of undertaking maintenance work or any other work considered necessary for a maximum period of seven working days.

All members must have KISI login door access in order to utilize entrance to the fitness center, with the exception of class pass only users. Class Pass only users are asked to utilize the south entrance directly into the studio. Entry will only be permitted to those members with a valid membership, in date and in

credit. If you have an amount due to be paid on your account your door access will be suspended, and you will not be able to enter the facility until your membership is current.

As a member you agree to comply with the rules of the fitness center with regards to use of the facilities, open use hours and your conduct. Ferron Fitness may make reasonable changes to these rules, from time to time, in order to provide safe and professional services. Any changes shall be posted and made known to fitness center members/users.

You may, at your own discretion and expense, obtain personal insurance for loss, injury or damage that you might sustain arising from use of the gym. You exercise at your own discretion, and accept that any injury or illness brought on by exercise is your own responsibility.

Members wishing to report any accidents, incidents, or problems with services at the fitness center should contact the General Manager (maegan.crosland@golfandfitnessutah.com) in confidence.

In the event of a breach of membership terms and conditions or gym rules and regulations, the fitness center reserves the right to require any member or guest to leave the premises. Any member found in breach of rules or committing an illegal act, including theft, will be asked to permanently leave the fitness center and be barred from ever entering the fitness center again.

## Cancellation Policy

If you are registered for a membership with a 12 month commitment, cancellation requests shall be considered and reviewed on an individual basis. Special circumstances may merit cancellation of a committed membership. Cancellation requirements are as follows:

Committed Memberships are NOT eligible to be canceled until after 6 months of the 12 month commitment have been completed. After 6 months of the 12 month commitment are complete a \$100 cancellation fee will be required in order to buy out

the remainder of your 12 month membership contract. A signed letter requesting cancellation shall be required by the member and attached to the member account for future reference.

## **Temporary Pause of Membership**

Current members with memberships that have a 12 Month Commitment are able to temporarily pause their membership if the need arises. This will be reviewed and handled on a case by case basis. Temporary pause of membership can only be done by request of the member directly to staff or management of the facility. Temporary pause of membership can be done in periods of up to 2 consecutive months, and can only be done twice in a 12 month period. Ferron Fitness reserves the right to deny any request for temporary pause of membership at any time. If temporary pause of membership is abused or misused members will forfeit this option and no longer be eligible to utilize a temporary pause.

## **Credit/Debit Card Payments**

Upon selecting a membership option, members will be required to pay any associated registration fee (amount varies depending on membership option selected) and the 1st-month membership fee in advance. Members are required to agree to the normal terms and conditions of payment outlined below.

Monthly Membership Fees are a recurring monthly charge and will be debited from the member's account, using their given debit/credit card on the 1st of each month.

Short Term usage such as class pass, week pass and day pass options are a one time charge, paid in advance of any facility access or use. Day pass and class pass only users DO NOT receive door access and must attend with

another member or during staffed hours. Studio entrance is south of the main entrance and will be unlocked during class times ONLY. Week Pass users receive door access with a pre-set date of access suspension.

In the event of failure to pay the monthly membership fee, missed payments will be automatically re-submitted for payment by Ferron Fitness. Ferron Fitness reserves the right to cancel membership if payment is not received within 14 days. Access to the facility will be suspended until said payment is received and the account is considered current. If payment is not received within 14 days, and cancellation of membership occurs, the registration fee is required to be paid in order to re-register.

Fees must be paid via credit/debit card or direct deposit transfer via your member account.

In the event of the failure to pay the monthly membership, you will first be notified that your membership has been temporarily suspended until the balance is paid. You will then be required to contact staff or the gym manager to update your account and payment details. After 7 days of non payment you will be contacted directly by gym staff in order to update your account and payment details. If payment is not received within 14 days your membership will be canceled and your account will be flagged for non payment.

## **Open Access Hours**

The gym reserves the right to vary the opening hours as considered necessary for the proper operation of the center. It is the intent to operate the fitness center as a 24 hour access fitness center, with the right to change those access hours at any time as needed for proper operation of the fitness center.

## **Guests**

Guests of members are welcome to utilize the fitness center facilities ONLY after purchase of a Day Pass. Members who continue to bring guests for free, without purchase of a day pass, are in violation of the rules, and their membership can be suspended or terminated.

## **Safety & Hygiene**

Throughout the course of your membership with the fitness center, regular health and medical screening should be sought from your Primary Care Physician.

Before using the fitness facilities, you should go through a basic introductory session which can be found by scanning the QR code on each piece of equipment, followed by further sessions with staff (as necessary) to ensure that you understand the equipment and adopt a safe training regime that suits your needs.

It is necessary that all members and guests of the club wear appropriate, clean attire and footwear when using the studio and gym.

If you feel dizzy, faint, unwell or feel any unusual pain then you should stop exercising and inform a member of staff immediately.

In the interest of hygiene, members must wipe down each piece of equipment after use. Hand towels and cleaning products will be provided within the fitness center. Additionally staff will be wiping down equipment throughout the day and performing regular cleaning and maintenance to the equipment and facilities. Hand washing and hand sanitization is available at all times in the fitness center.

# **Disclaimer Of Liability**

By signing and agreeing to the terms and conditions as a Ferron Fitness Member I expressly agree to indemnify and hold harmless the company and its staff against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest(s). I understand that I am utilizing the facility, studio and fitness equipment by my own free will and at my own risk.