

King Physical Therapy & Fitness

171 West Crawford Avenue • Connellsville, PA 15425 • (724) 628-7288
109 Crossroads Road • Scottdale, PA 15683 • (724) 887-4181

Monthly/6 Month/1 Year Fitness Membership Contract

Last Name: _____ First Name: _____

Birth date: ____/____/____ SS# _____ E-mail: _____

Address: _____

City: _____ State: ____ Zip: _____

Phone: (H) _____ (C) _____ (W) _____

Emergency Contact Name: _____ Phone: _____

Family Member(s) (If purchasing Couple or Family Membership):

Name: _____ Birth date: _____

Name: _____ Birth date: _____

Name: _____ Birth date: _____

----- This portion to be completed by King PT & Fitness Staff -----

Membership Type & Dues:

Type	Length
Individual	Monthly / 6 Months / 1 Year
Couple	6 Months / 1 Year
Family	6 Months / 1 Year

Start Date: _____ End Date: _____

Membership Dues: \$ _____
Key Scanner: \$ _____
Fitness Eval: \$ _____
Total Due Today: \$ _____

Payment Method:

- Credit Card
- Cash or Check
- Gift Card

Agreement and Release of Liability

I hereby purchase a fitness membership from King Physical Therapy & Fitness (King PT & Fitness) in accordance with the following terms and conditions:

1. **Payment.** I understand that payment in full is due upon enrollment.
2. **Term.** The term of this membership is **1 month / 6 months / 1 year (circle one)** from the Start Date of _____.
3. **Cancellation.** I (or my legal representative) may cancel this Agreement without penalty in accordance with the following:
 - a. Within three (3) business days after signing this Agreement. Upon such cancellation I will receive a full refund of all monies paid.
 - b. If I die or become permanently disabled. A permanent disability means a condition which precludes me from using one third (1/3) or more of the fitness facilities for six (6) months or more, and the condition is verified by a physician. Upon cancellation under this Paragraph 3(b), King PT & Fitness shall refund to me all monies paid in excess of the amount required for the elapsed portion of the membership term.
 - c. If I move more than twenty-five (25) miles away from the fitness center. Upon cancellation under this Paragraph 3(c), King PT & Fitness shall refund to me all monies paid in excess of the amount required for the elapsed portion of the membership term.
 - d. All money to be refunded upon cancellation of this Agreement shall be refunded within thirty (30) days of the receipt of proper notice of cancellation.
4. **Membership Key Scanner.** I will be issued a membership key scanner which will entitle me to enjoy the benefits of membership. I will pay a deposit of ten (10) dollars for the membership key scanner. I will present my key scanner for admittance and I will be responsible for the proper use of the key scanner. I will not permit anyone else to use my key scanner. I acknowledge that use of my key scanner by someone else will result in loss of membership without refund for the remaining membership term. Upon termination I will return my key scanner and receive my deposit of ten (10) dollars back if the key scanner is in good condition.
5. **Consent & Release of Liability.** In consideration of being allowed to participate in the activities of King PT & Fitness and to use its facilities, equipment and machinery in addition to the payment of any fee or charge, I hereby release and hold harmless King PT & Fitness, its affiliated entities, their respective employees, agents, directors, and officers, from and against any and all liability, costs, and damages arising out of or connected with my attendance at King PT & Fitness, participation in all activities, use of equipment or machinery or any act or omission, including negligence by King PT & Fitness representatives. (Initials _____).
 - a. I certify that, to the best of my knowledge, I have not withheld any pertinent information relating to my personal health or physical conditioning to become a participant in the King PT & Fitness program. (Initials _____).
 - b. I understand that there is an inherent risk of physical harm associated with participating in a fitness program and related use of exercise equipment. I understand that it is my personal responsibility, before participating in the program, to discuss it with my personal physician, to determine the appropriateness of my participation and to identify limitations imposed by any medical problems I may have or medications I may take. (Initials _____).
 - c. I understand that the fitness screening is only a tool to assess the potential for problems that can be encountered during an exercise program and in no way can be considered a medical examination. (Initials _____).
 - d. I understand that the King PT & Fitness program is not a medical program and will not correct any pre-existing medical conditions, nor will it serve as a medical assessment or referral service for any condition that may arise while in the King PT & Fitness program. I understand that should I want physical therapy treatment or advice, I will register at the front desk as a physical therapy patient of King PT & Fitness. (Initials _____).
 - e. I understand that in the event I do not understand the proper operation of any item of exercise equipment utilized in the fitness program that I should seek consultation with a member of the King PT & Fitness staff before using the equipment. I understand that it is my responsibility to promptly report any broken equipment in the facility to a member of the King PT & Fitness staff. (Initials _____).
 - f. I understand that while exercising, there is a possibility that any of the following may occur: changes in blood pressure, heart rhythm changes, fainting, and in rare instances, heart attack, stroke, or even death. (Initials _____).
 - g. I will be responsible for maintaining communication with the program staff as to any physical activity outside the program, and I will promptly report to a member of the King PT & Fitness staff any symptoms that I may experience before, during, or after exercise. (Initials _____).
 - h. I have had sufficient opportunity to discuss the program with the King PT & Fitness staff, and all of my questions have been answered to my satisfaction. I believe that I have adequate knowledge upon which to base an informed consent to participate in the King PT & Fitness program. (Initials _____).
6. **General Provisions.** I acknowledge that this Agreement and Release of Liability constitutes the entire agreement between me and King PT & Fitness. King PT & Fitness makes no warranties or representations, express or implied, other than those set forth in this Agreement. This Agreement may be amended, modified, or rescinded, or any rights hereunder waived, only by written agreement signed by me and King PT & Fitness. If any term or provision of this Agreement is found to be invalid, illegal or unenforceable, in whole or in part, the rest and remainder of this Agreement shall remain in full force and

effect to the fullest extent permitted by law. I acknowledge that the sole and exclusive remedy in the event of breach of this Agreement by King PT & Fitness shall be cancellation of this Agreement.

I acknowledge that I must comply with all rules and regulations of King PT & Fitness and by signing below hereby agree to do so as well as consent to all terms and conditions of this Agreement and Release of Liability as set forth above.

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Parent/Guardian: _____ Date: _____

King PT & Fitness Staff Member: _____ Date: _____