



MEMBERSHIP APPLICATION & INFORMATION

Last Name (print) _____ First _____

Address: _____

City _____ State _____ Zip: _____

Home Phone (_____) _____ E-mail _____

Date of Birth _____ Age _____ Sex Male Female

Place of Business _____ Business Phone (_____) _____

Business Address _____

City _____ State _____ Zip: _____

Referred by _____

CONTACT IN AN EMERGENCY:

Last Name (print) _____ First _____

Day Phone (_____) _____ Evening Phone (_____) _____

Family/Referring Physician _____ Physician Phone (_____) _____

Office Address _____

City _____ State _____ Zip: _____

STAFF USE ONLY

Membership Type:

- Cash (must write receipt)
- Check # _____
- Visa/MasterCard Exp. Date: _____
- American Express Exp. Date: _____
- Discover Exp. Date: _____

Activation Fee \$ _____

Membership Dues \$ _____

Total Upon Registration \$ _____

Electronic Funds Transfer

(EFT) Cancellation/Freeze: An Electronic Funds Transfer membership is an automatic withdrawal from your checking, savings, or credit card account. It is a CONTINUOUS MONTHLY BILLING. A \$15.00 Bi-Annual Membership Service Fee will be applied to all EFT Accounts. To cancel or freeze this membership you must provide a thirty (30) day written notice and there will be a \$10.00 service fee incurred.

I agree to adhere to the basic policies and procedures set forth by the staff and members of Riverton Health & Fitness Center. I have read and agree to the terms on both pages of this application. I completely understand that I am in full control of my payment, and if at any time I decide to discontinue my membership, I will simply follow the club's cancellation policy.

Signed: _____ Date: _____

Employee Witness: _____ Date: _____

“NOTICE TO CUSTOMER”

You are entitled to a copy of this contract when you sign it.

You may cancel this contract at any time before midnight of the third operating day after receiving a copy of this contract. If you choose to cancel this contract, you must either:

- 1. Send a signed and dated written notice of cancellation by registered or certified mail, return receipt requested; or**
- 2. Personally deliver a signed and dated written notice of cancellation to:**

**Riverton Health & Fitness Center
600 Main Street, Suite 9, Riverton, NJ 08077**

If you cancel this contract within the three-day period, you are entitled to a full refund of your money. If the third operating day falls on a Sunday or Holiday, notice is timely given if it is mailed or delivered as specified in this notice on the next operating day. Refunds must be made within 30 days of receipt of the cancellation notice to the health club.

“Operating day” means any calendar day on which patrons may inspect and use the health club’s facilities and services during a period of at least eight hours, except holidays and Sundays.

This contract is subject to cancellation by notice send by registered or certified mail, return receipt requested, or personally delivered to the address of the health club specified in the contract upon the buyer’s death or permanent disability is fully described and confirmed to the health club by a physician. If there is a cancellation for this reason, the health club may retain the portion of the total contract price representing the services used plus reimbursement for expenses incurred in an amount not to exceed 10% of the total contract price.

This contract is subject to cancellation by notice send by registered or certified mail, return receipt requested, or personally delivered to the address of the health club specified in the contract upon the buyer’s change of permanent residence to a location of more than 25 miles from the health club or an affiliated health club offering the same or similar services and facilities at no additional expense to the member. In a cancellation under this subsection, the health club may require proof of the new permanent residence and may retain a pro-rated share of the total contract price upon the date the notice was received plus reimbursement for expenses incurred in an amount not to exceed 10% of the total contract price.

If the health club facility is closed for a period longer than 30 days through no fault of the member, the member is entitled to extend this contract for a period equal to that during which the facility was closed or to receive a pro-rated refund of the amount paid by the member under the contract.

I understand and agree that Riverton Health & Fitness Center (the ‘CLUB’) is not responsible for any accidents which occur in or about said CLUB involving me, and this membership application will be construed as an irrevocable waiver by me for any claims that I may have against the CLUB resulting from accidents or other injury to me, or loss of personal property. I hereby stipulate and warrant to the CLUB that I am physically sounds and have received my physician’s approval to proceed with my physical regimen without any limitations received by me from the CLUB, it servants, agents or employees and any physical regimen that I embark upon shall be undertaken for me at my sole risk and that the CLUB shall not be liable to me or my heirs for any claims, demands, actions or causes of actions whatsoever., to my person or property arising out of or connected with the use by me of my services and facilities of such CLUB or the premises where the same are located, and I and my heirs do hereby express forever release and discharge the said CLUB, its servants, agents or employees.

I agree to keep and obey all rules and regulations now in force or in the future prescribed by the CLUB for the use of any services, equipment and facilities of the CLUB, and said CLUB reserves the right to revoke my membership if I fail to keep and obey any such rules and regulations issued by said CLUB.

It is further understood that, time being of the essence, if any one of the installments or portion thereof payable hereunder shall become due and remain unpaid for a period of ten (10) days after the date it is due, I agree to pay the CLUB a charge equal to five percent of the amount in default and my membership will be revoked. I further agree to pay all costs of collecting or attempting to collect eh amount payable hereunder, including the payment of reasonable attorney’s fee.

I understand and agree that if for any reason the physical plant, real estate and/or other assets of the CLUB are sold then in such event the CLUB may at its sole option, transfer this membership to a similar facility within five (5) miles of the existing CLUB premises and honor the remainder of this contract, or the CLUB may refund the balance of the contract monies previously paid on a pro-rate basis.

I understand and agree that all terms and conditions, regarding my membership in the CLUB are completely set forth in this application for membership and cannot be modified by verbal statements.

Riverton Health & Fitness Center is bonded with the State of New Jersey to protect buyers of contracts who are damaged or suffer loss by reason of breach of contract or bankruptcy by the seller.