



2935 Hwy 77, Panama City, FL 32405  
 850-770-3406 Phone 850-770-3415 Fax  
 WWW.BAYMEDICAL.ORG/SERVICES/HEALTHPLEX.ASPX

# MEMBER AGREEMENT

MEMBER NUMBER \_\_\_\_\_

CARD NUMBER \_\_\_\_\_

DATE \_\_\_\_\_

- NEW  RENEWAL
- MEMBERSHIP CHANGE
- HOLD

MISS \_\_\_ MS \_\_\_ MRS \_\_\_ MR \_\_\_ DR \_\_\_

FIRST NAME (PRIMARY MEMBER) \_\_\_\_\_ LAST NAME \_\_\_\_\_ MI \_\_\_\_\_ DOB \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_ APT# \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

MAILING ADDRESS (IF DIFFERENT) \_\_\_\_\_ APT# \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

EMERGENCY CONTACT \_\_\_\_\_ PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_

DRIVERS LICENSE (ATTACH COPY) \_\_\_\_\_ EMPLOYER \_\_\_\_\_ OCCUPATION \_\_\_\_\_

1. \_\_\_\_\_ FAMILY MEMBER      2. \_\_\_\_\_ FAMILY MEMBER      3. \_\_\_\_\_ FAMILY MEMBER

DOB \_\_\_\_/\_\_\_\_/\_\_\_\_  
 FEMALE \_\_\_ MALE \_\_\_  
 SPOUSE \_\_\_ CHILD \_\_\_

DOB \_\_\_\_/\_\_\_\_/\_\_\_\_  
 FEMALE \_\_\_ MALE \_\_\_  
 CHILD \_\_\_

DOB \_\_\_\_/\_\_\_\_/\_\_\_\_  
 FEMALE \_\_\_ MALE \_\_\_  
 CHILD \_\_\_

**COUPLE MEMBERSHIPS ARE FOR LEGALLY MARRIED COUPLES ONLY**

START DATE \_\_\_\_\_ MEMBERSHIP TYPE \_\_\_\_\_ REFERRAL SOURCE:  
 BMC MARKETING AD   
 INITIATION FEE \_\_\_\_\_ MONTHLY PAYMENT \_\_\_\_\_ FRIEND \_\_\_\_\_ NAME \_\_\_\_\_  
 1<sup>ST</sup> MONTH \_\_\_\_\_ HOLD FEE \_\_\_\_\_ OTHER \_\_\_\_\_ SPECIFY \_\_\_\_\_  
 PRORATE \_\_\_\_\_ ANNUAL PAYMENT \_\_\_\_\_  
 TOTAL DUE \_\_\_\_\_

## PAYMENT INFORMATION

I, \_\_\_\_\_, authorize payment of my monthly membership dues on the 1<sup>st</sup> Wednesday of each month by an automatic Draft from

BANK NAME \_\_\_\_\_ ROUTING #: \_\_\_\_\_ ACCT#: \_\_\_\_\_  
 (PLEASE ATTACH A VOIDED CHECK)

NAME ON CREDIT CARD \_\_\_\_\_ CARD#: \_\_\_\_\_ EXP DATE: \_\_\_\_\_

MasterCard  Visa  Discover  American Express  CVV CODE \_\_\_\_\_

MEMBER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**DEFAULTS AND LATE PAYMENTS:** Should you default on any payment obligation as called for in this agreement, Bay Medical HealthPlex will have the right to declare the entire remaining balance due and member agrees to pay any collection agency fees, court costs, and attorney fees. A default occurs when any payment is more than 14 days late, Member is responsible for any late fees and any additional service fees resulting from any check, draft, credit card, or order returned for insufficient funds. If the member is paying monthly dues by electronic funds transfer (EFT) Bay Medical HealthPlex reserves the right to draft via EFT all amounts owed by the member including any and all late fees and service fees equal to charges incurred.

**HealthPlex Rules:**

All members must scan membership card to enter HealthPlex.

Personal training is only allowed by HealthPlex approved personal trainers

All drinks must be in a spill proof container

Appropriate shoes must be worn

All machines must be wiped down after use

Rack weights after use

No alcoholic beverages allowed

No overnight storage in lockers

No weight belts worn on equipment

No Children under 14 years of age in the exercise area

Children 14 and 15 years of age must be accompanied by a parent

HealthPlex playroom is for members' children / grandchildren only. The responsible party may not leave the facility under any circumstance.

**PERSONAL TRAINING MUST BE THROUGH "MIKE WALKER FITNESS" NO OUTSIDE TRAINING ALLOWED.**

\_\_\_\_Initials

**Hold**

All holds must be made in writing and turned in before the first day of the month in which you want to be placed on hold. All holds start on the first day of the month. (except for those on payroll deduction) Holds must be for a minimum of 30 days/maximum of six months. You must be an active member for 30 days prior to putting your membership on hold. If your HealthPlex membership becomes past due the membership will be cancelled. HealthPlex will not automatically place your membership on hold or cancel your membership if you stop using the facility. Memberships placed on hold will be assessed a monthly fee of \$7.00.

\_\_\_\_ Initials

**Cancellation**

Cancellation must be made in writing 60 days prior to the Month in which the membership will be canceled. All cancellation will begin on the first day of a month. HealthPlex will not automatically cancel your membership if you stop using the facility. Annual memberships will be refunded the remaining balance.

\_\_\_\_ Initials

**Initiation Fee**

There is a \$50.00 initiation fee due when joining Healthplex Fitness. The initiation fee is **NON-REFUNDABLE**.

\_\_\_\_Initials

**Guests**

A membership may bring 3 guests in a calendar year. Guest must be at least 16 years old or accompanied by a parent. The parent must remain in the facility. All guests must show a picture ID and sign a guest form.

**Hold Harmless, Indemnification and Release in Full**

It is expressly understood and agreed that all exercise programs and use of facilities shall be undertaken at member's (including guests) own risk and that Member (including guests) represents that he/she is physically able to undertake any and all physical exercise and program provided.

It is further agreed that all exercise including the use of weights, number of repetitions, and use of any and all machinery equipment, and apparatus designed for exercising shall be at Member's (guests) sole risk. Notwithstanding any consultation on exercise, methods and types of equipment shall be Member's (guests) entire responsibility, and Bay Medical HealthPlex, doing business as Bay Medical HealthPlex, its agents and employees, shall not be liable to Member for any claims, demands, injuries, damages or actions or causes of actions whatsoever arising due to injury to Member's (guests) person or property arising out of or in connection with the use by Member (guests) of the services and facilities of the HealthPlex or the premises where the same is located, and Member Hereby holds the HealthPlex, its employee and agents, harmless from all claims which may be brought against them by Member (guests) or on Member's (guests) behalf for any such injuries or claims aforesaid.

It is understood and agreed that this is full and final release of all claims of every nature and kind whatsoever and is given in consideration of the services and/or facilities of the HealthPlex.

\_\_\_\_ Initials

Please sign below to indicate that you are aware of the above and have received a copy.

MEMBER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_