

STEELE™

F I T N E S S

Membership Agreement

225 South Sixth St., Minneapolis, MN 55402

612-672-3010

Email completed form to:

andy.nelson@steelefitness.com

Member Name: _____ Birth Date ____/____/____
First Last M.I.

Company of employment: _____ Building Badge Barcode Number _____

Primary Member's Contact Information:

Address _____ City _____ State _____ Zip Code _____
Primary Phone _____ work/home/cell Secondary Phone _____ work/home/cell
Emergency Contact Name _____ Emergency Contact Phone _____
How did you hear about us? _____ Referring Member _____ Group Affiliation _____

ASSUMPTION OF RISK OF INJURY AND WAIVER OF CLAIMS. I acknowledge that the Club is an unsupervised fitness center and there is possible danger connected with any physical activity, including the dangers of physical injury and death. I assume all risks of injury, and waive all rights to pursue money damages or any other relief of any kind, arising out of (1) my entry into or upon the Club or any other STEELE™ location; or (2) my use of any equipment, machinery, or facilities in the Club or any other STEELE location or STEELE sponsored event. On behalf of myself and my successors and assigns, I agree to indemnify and will hold harmless STEELE Fitness, LLC, SRI Eleven Minneapolis 225 LLC and all of their owners, employees, agents, successors and assigns from and against any loss or damage that may be sustained by me or any person entering the Club as my guest. ____ (initial)

Parent/Guardian: No Minors/Children Allowed.

MEMBER'S RIGHT TO CANCEL. IF I WISH TO CANCEL THIS AGREEMENT, I MAY CANCEL BY DELIVERING OR MAILING A WRITTEN NOTICE TO THE CLUB. THE NOTICE MUST SAY THAT I DO NOT WISH TO BE BOUND BY THE AGREEMENT AND MUST BE DELIVERED OR MAILED BEFORE MIDNIGHT ON THE THIRD BUSINESS DAY AFTER I SIGN THIS AGREEMENT. THE NOTICE MUST BE DELIVERED OR MAILED TO THE ADDRESS INDICATED ABOVE.

Member Signature: _____

Date: ____/____/____

Definitions. In this agreement, “Club Owner” means the club at which the Agreement is signed. “I” and “member” means the person(s) whose name(s) and signature(s) and initials appear on this document. Member is responsible for updating address and contact information.

Physical Condition and No Medical Advice. I represent that I am in good physical condition and have no medical reason or impairment that might prevent me from my intended use of the Club. As such, I acknowledge that neither the Club nor STEELE Fitness, LLC provided me wither medical advice before I joined, and cannot give me medical advice after I join. If I have any health or medical concerns now or after I join, I will talk to my doctor before using the Club.

Rules and Regulations. I agree to follow the STEELE Fitness membership policies and Club rules. STEELE Fitness or the Club may, in its sole discretion, modify its rules or policies without notice, at any time. Club rules may vary by location. All signs posted in a Club or communicated verbally are part of the rules of a Club. The Club and STEELE Fitness reserve the right to terminate this membership immediately for any reason or no reason whatsoever.

Guests. I will not allow anyone besides me to use my membership access card, and I understand that my membership will be terminated if I do so. I will also be responsible for any losses, damages, or liability the Club suffers because of any unauthorized guest I allow into the Club.

Cell Phone Text Messaging. I agree to receive text messages from the Club updating me on my membership benefits. I understand I have the option to opt-out from receiving these updates by replying STOP to any message to opt-out. For Help, I can text HELP to any message. Message and Data rates may apply.

Personal E-mail Address. I understand that STEELE Fitness may establish online membership services that will require that I provide a valid e-mail address. I will also receive occasional e-mails from STEELE Fitness updating me on my membership benefits. I may opt-out from receiving these updates by replying and requesting to be unsubscribed. I agree that STEELE fitness may use my e-mail address and other personal information as stated in the Privacy Policy available at www.steelefitness.com

Liability of Property. The Club is not liable to me or any guest for any personal property that is damaged, lost or stolen while on or around Club premises including, but not limited to, a vehicle, or its contents or any property left in a locker. If I or my guest cause damage to the Club, I am liable for its cost of repair or replacement.

Facilities and Services. Club reserves the right at any time to delete, discontinue, repair or replace the facility equipment without any effect on this Agreement. The Club may be closed for up to two weeks each year for maintenance purposes.

Video Notice. I may not take photos or videos anywhere in the Club. I understand that the Club uses unmonitored video surveillance and access card usage is logged, which both may be retained by the Club for future use.

No Steroids. I understand that the Club bans the use of steroids and I agree not to use, sell, or exchange steroids on the Club premises.

Limitation of Liability. I agree that, unless controlling legal authority requires otherwise, any award by an arbitrator or a court is limited to actual compensatory damages. I agree that, specifically, neither an arbitrator or a court can award either party any indirect, special, incidental or consequential damages, even if one party told the other party that they might suffer these.

Miscellaneous. This is the whole Agreement between the parties and supersedes any prior understandings or agreements of the parties whether written or oral, express or implied. This Agreement may not be amended or modified except in a writing signed by both parties. I understand that only authorized members or guests may access the Club and I am not permitted to share my access card with anyone else.

All members must sign below and the Assumption of Risk of Injury and Waiver of Claims on page 1. Do not sign this Agreement until you have read all of it. Also, do not sign this Agreement if it contains any blank spaces.

By Signing below, I affirm, understand and agree to the above items on page 1 and 2 in their entirety

Date Member Signature

Date Employee Signature for STEELE Fitness, LLC