

# GYM MEMBERSHIP AGREEMENT

## GYM MEMBERSHIP AGREEMENT

[Effective Date: \_\_\_\_\_]

This Gym Membership Agreement ("Agreement") is entered into by and between [Gym Name], having its principal place of business at [Gym Address] ("Gym"), and the undersigned member ("Member"). By signing below, Member agrees to the terms and conditions set forth herein.

### 1. MEMBER INFORMATION

- Member Name: [Member Name]
- Date of Birth: [DD/MM/YYYY]
- Phone/Email: [Phone] / [Email]
- Address: [Address]
- Emergency Contact (Name/Phone): [Contact Name] / [Contact Phone]

### 2. MEMBERSHIP PLAN & FEES

- Membership Type: [Plan Name; e.g., Monthly / Quarterly / Annual]
- Start Date / End Date (if fixed-term): [Start] / [End]
- Joining/Enrollment Fee (if any): [₹ / \$ 0.00]
- Recurring Fee: [₹ / \$ Amount] billed [Monthly / Quarterly / Annually]
- Add-ons (e.g., Personal Training, Classes): [Specify or N/A]
- Taxes: Applicable taxes (e.g., GST/VAT) shall be added as per law.

Note: Prices may be revised with prior notice as permitted by law and the Agreement.

### 3. PAYMENT TERMS

- Billing Method: [UPI / Card / Bank Transfer / Cash / Other].
- Auto-Renewal: [Enabled / Disabled]. If enabled, charges recur until cancelled per Section

### 4.

- Late/Failed Payments: The Gym may suspend access until dues are cleared. Late fees may apply after [X] days.
- Chargebacks/Disputes: Please contact the Gym within [7] days of billing date to resolve disputes.

### 4. CANCELLATION, FREEZE & REFUND

- Cooling-off (if applicable): [X] days from start to cancel for a full refund if no usage occurred.
- Member-Initiated Cancellation: Provide [X] days' written notice prior to the next billing date.
- Freeze/Suspension: Allowed for valid reasons (e.g., medical, travel) up to [X] days/months per year. Documentation may be required.
- Refunds: Prorated refunds (if any) are at the Gym's discretion unless mandated by applicable law. Enrollment fees are typically non-refundable.
- Class Packs/Session Credits: Expire on the stated date. Unused credits are not refundable unless required by law.

### 5. GYM RULES & CODE OF CONDUCT

- Use equipment responsibly; return weights; wipe machines after use.
- Wear appropriate attire and carry a towel; closed-toe shoes required on the floor.
- No harassment, intimidation, or unsafe behavior. The Gym may suspend or terminate membership for violations.
- Access is non-transferable. Sharing entry credentials may result in termination.

- Lockers (if provided) are for day use unless otherwise stated. The Gym is not liable for lost/stolen items.

#### 6. HEALTH DECLARATION & ASSUMPTION OF RISK

- Member declares they are physically fit to participate and has disclosed relevant medical conditions.
- Member understands exercise involves inherent risks, including injury. Member voluntarily assumes all such risks.
- Member should seek medical advice prior to starting any fitness program and stop if experiencing pain, dizziness, or shortness of breath.

#### 7. WAIVER OF LIABILITY & INDEMNITY

- To the maximum extent permitted by law, the Gym and its staff shall not be liable for any injury, accident, loss, or damage arising from Member's use of facilities, except where caused by the Gym's gross negligence or willful misconduct.
- Member agrees to indemnify and hold harmless the Gym from claims arising from Member's breach of this Agreement or misuse of facilities.

#### 8. PERSONAL TRAINING, CLASSES & SPECIAL PROGRAMS

- Sessions must be scheduled in advance and used within validity. Late cancellations/no-shows may forfeit the session.
- Trainers may be reassigned; the Gym may modify class schedules and formats as needed.

#### 9. EQUIPMENT & FACILITIES; MAINTENANCE

- Member agrees to report damage or faults immediately.
- Certain areas may be temporarily unavailable for cleaning, maintenance, or upgrades.
- For safety, the Gym may enforce equipment usage limits during peak hours.

#### 10. PRIVACY & DATA PROTECTION

- The Gym processes personal data to manage membership, payments, and access control in accordance with its Privacy Policy available at: [Privacy Policy URL].
- Member consents to receive essential service communications (e.g., billing, safety notices). Marketing communications are opt-in and can be withdrawn at any time.
- CCTV and access logs may be used for security and compliance purposes in line with law.

#### 11. PHOTO / MEDIA CONSENT (Optional)

- With Member's consent (opt-in), the Gym may use photos/videos captured on premises for promotional purposes. Consent can be withdrawn by written notice (future use only).

#### 12. TERM & TERMINATION

- This Agreement begins on the Effective Date and continues per the selected plan.
- The Gym may terminate for non-payment, safety violations, or material breach. Any refunds shall follow Section 4 and applicable law.

#### 13. GOVERNING LAW & DISPUTE RESOLUTION

- Governing Law: [Specify Country/State].
- Good-Faith Resolution: Parties will first attempt to resolve disputes amicably within [30] days before escalating further.

#### 14. ENTIRE AGREEMENT & AMENDMENTS

- This Agreement supersedes prior discussions on the subject matter. Amendments must be in writing and acknowledged by both parties (electronic acceptance permitted where allowed).

## 15. CONTACT

- [Gym Name] — [Address] | [Phone] | [Email] | [Website]

## ACCEPTANCE & SIGNATURES

I have read and understood this Agreement, the Gym Rules, and the Privacy Policy. I accept and agree to be bound by these terms.

Member Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date:  
\_\_\_\_\_

For the Gym: \_\_\_\_\_ Signature: \_\_\_\_\_ Date:  
\_\_\_\_\_

Addendum (if any): \_\_\_\_\_