



BASE FITNESS AGREEMENT

First Name: _____ Last Name: _____
Date: _____ Email Address: _____
Employer: _____
Work Phone #: _____ Cell Phone #: _____ Badge #: _____

Emergency Contact

First Name: _____ Last Name: _____
Phone #: _____

We're here to help you make the most of your membership by finding your right pathway and utilizing the gym as consistently as possible with our complimentary Pathway of Wellness program - POW!

To get you started with POW, we'd like introduce you to our pathways. Please mark which pathway(s) interest you the most. Based on your response our fitness team will reach out to you with more information. We have 5 pathways of which you can choose any that fit you!

- Tribe** - Group Exercise Classes
- Solo** - Work out Independently
- Coach** - Work with a Personal Trainer
- Chill** - Yoga and Massage
- Intro** - Learn the Machines

Other Membership Amenity Options

- Rent a locker on a monthly basis for \$25.00 per month + tax
- Add personal laundry service for my workout clothing for an additional \$20.00 per month:
total of \$45.00 per month

One Week to Cancel for Any Reason. I may cancel this Agreement for any reason or for no reason at any time during the first seven (7) days from the date that I sign it. If I cancel this Agreement during the first seven (7) days after I sign it, I will receive a full refund. I must cancel in writing by sending a letter of cancellation by certified or registered mail to Base Fitness at Presidents Plaza, 8600 W Bryn Mawr, Chicago, IL, or by completing a membership cancellation form in person with authorized personnel as designated in the Club rules, policies and procedures. Cancellation by any other means or with personnel not designated in the Club rules, policies and procedures is not valid. The refund may take up to thirty (30) days to process.

Automatic Renewal on a Month-To-Month Basis. This Agreement renews automatically on a monthly basis until I cancel the Agreement or the Agreement is otherwise terminated as provided in this Agreement.

Cancellation by the 20th of the Month to Prevent another Month of Billing. I may cancel my locker rental at any time for any reason or for no reason. I agree to the following cancellation procedure: If I decide to cancel my locker rental, I must do so before the twentieth (20th) day of the month of the final billing. If I cancel on or after the twentieth (20th) day of the month, I will be billed for the following month, after which my locker rental will terminate. All notices of cancellation must be made in writing by sending a letter of cancellation by certified or registered mail to Base Fitness at Presidents Plaza, 8600 W Bryn Mawr, Chicago, IL, or by completing a membership cancellation form in person with authorized personnel as designated in the Club rules, policies and procedures. Cancellation by any other means or with personnel not designated in the Club rules, policies and procedures is not valid.

I understand that this Agreement ("Agreement") is made this ____ day of _____, 202____, by and between Base Fitness at Presidents Plaza (referred to as "Club") and myself who is the undersigned hereof (referred to as "I", "Me" or "Member").

Signed: _____ Date: _____

Billing Information

Name on Credit Card: _____
Credit Card #: _____
Expiration Date: _____ Security Code: _____

**BASE FITNESS
WAIVER AND RELEASE**

My Physical Fitness. I represent to The Base Fitness Center (“the Club”) and AGG Presidents Owner LLC, AGG Presidents Parent LLC, GlenStar Asset Management LLC, Bank of America N A, Tennis Corporation of America, HealthFitness and their owners, shareholders, officers, directors, employees, agents or affiliates (collectively, the “Club Affiliates”), that I am physically fit to perform those activities which I may undertake at the Club and that I am solely responsible for all health risks associated with such activities. I understand that any evaluation or assessment of my physical fitness and any recommendation of activities made by the Club shall not be a substitute for obtaining such evaluation, assessment or recommendation from my physician before undertaking a physical exercise program or engaging in any of the activities at the Club.

Assumption of Risk. I acknowledge that my attendance at or use of the Club or participation in any of the Club’s activities or programs could cause injury to me. In consideration of my attendance at or use of the Club and/or my participation in any of the Club’s activities or programs, I hereby assume all risks of personal injury, accidental slip and fall injuries, illness, death, property damage, property loss or theft (whether from a locker or automobile or otherwise) or other damages which may result from or arise out of my:

- attendance at or use of the Club, including but not limited to use of the Club’s equipment (fitness or otherwise), locker rooms or parking lot; and
- participation in any of the Club’s programs or activities, including but not limited to group exercise, Pilates, yoga, massage, sports training, weight lifting, team and individual sports, exercise, adventure sports, special events and programming or health and fitness advisory services.

I understand that the foregoing waiver of liability on my behalf shall apply to any and all claims against the Club and the Club Affiliates for any such personal injuries, property loss or other damages connected to or arising out of any of the aforesaid risks, within the club or outside of the club.

Release, Indemnify and Defend. I hereby, on behalf of myself and my heirs, executors, administrators and assigns, fully and forever release and discharge the Club and the Club Affiliates, and each of them, from any and all claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated (collectively, “Claims”), resulting from or arising out of my attendance at or use of the Club or my participation in any of the Club’s activities or programs, including those which arise out of the negligence of the Club and/or the Club Affiliates. I agree to defend, indemnify and hold harmless the Club and the Club Affiliates from and against any Claims arising from or related to my own acts or omissions in connection with my attendance at or use of the Club or participation in any of the Club’s activities or programs.

Payment for Damages. I agree to pay for any and all damages to the Club caused by me negligently, willfully or otherwise.

Consent for Emergency Treatment. I consent to medical treatment for emergencies that occur during my attendance at or use of the Club or my participation in any of the Club’s programs or activities where I am unable to consent to such treatment. I understand the provisions of this Waiver and Release apply to any treatment that might be provided to me under this Section 5, including but not limited to Sections 2, 3 and 6.

Medical Advice. I understand that the Club strongly recommends that I be examined by my physician prior to engaging in activities at the Club. I acknowledge that the Club and the Club Affiliates, including their employees, even if certified as a Personal Trainer, group exercise instructor, Nutritionist, etc., are not licensed medical practitioners, and that their advice is therefore limited in scope and is not a substitute for medical supervision and advice.

Insurance. I understand that I am solely responsible for any medical, health or personal injury costs relating to my attendance at or use of the Club or participation in any of the Club’s activities or programs.

Governing Law. This Waiver and Release shall be governed in all respects by the laws of the State in which the Club is located, without regard to the conflicts of law principles thereof.

Severability. If any term or provision of this Waiver and Release shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Waiver and Release or the application of such provision to any other party or circumstances shall not be affected thereby, and each provision shall be valid and shall be enforced to the fullest extent permitted by law.

I acknowledge that I have carefully read this Waiver and Release and fully understand that it is a waiver and release of liability.

Name (please print): _____

Signature: _____ Date: _____

Base Fitness Access Agreement

Supplement to the Base Fitness at Presidents Plaza membership enrollment packet

Yes, I would like to pay \$25.00 in order to access Base Fitness Center on the Lower Level of Presidents Plaza.

I understand that this fee, along with all relevant paperwork, allows me to access and utilize Base Fitness Center. All rules, policies and waivers are in place. This fee does not exclude me from any rules, policies and waivers.

I understand that I am responsible for the Access Card/badge that permits Health Club access at all times, that I need this badge to access all Health Club facilities and that, if I lose or damage this badge, I must pay \$25.00 for a new access card.

If I leave the building or no longer wish to utilize the Health Club, this fee is non-refundable.

Name (Please Print) _____

Signature _____ Date _____

Access Card _____ Gender M _____ F _____

E-mail Address _____ Phone # _____



Payment received _____ Staff _____