



**OMNI FITNESS CENTER
MEMBERSHIP AGREEMENT**

The Agreement between _____ (the "Member") and Synergy Fitness & Nutrition, LLC, herein referred to as (the "Operator") is made on this _____ day of _____ (the "Effective Date"). Renewal Date _____

Operator agrees to:

1. Make the facility located on the second floor of 54 State Street, Albany, NY (the "Facility") and staff available to the Member in accordance with his/her membership status during hours of operation.

Member agrees that:

1. The Fitness Center Policies attached to this Agreement are binding and part of this Agreement.

Membership Dues: **All Memberships Require a \$59 Activation Fee**

GENERAL...\$25/mo

PERSONAL INFORMATION:

_____	____/____/____	
Name	Date of Birth	
_____	_____	_____
Home Address	City/State/Zip	Tel #

Email Address		
_____	_____	_____
Employer	Occupation/Title	Bus Tel. #
_____	_____	_____
Emergency Contact	Relationship	Tel #

This Agreement shall not be valid until approved by Synergy Fitness & Nutrition, LLC as evidenced by the signature below.

_____	____/____/____
Participant's Signature	Date
_____	____/____/____
Synergy Fitness & Nutrition, LLC	Date

PAYMENT PROCESSING:

I hereby authorize Synergy Fitness & Nutrition, LLC or Omni 54 Fitness Center LLC to charge my checking account by an Automatic Clearing House transaction (ACH) for all obligations I incur as a member of the Facility. I understand that Membership Dues and locker fees (if applicable) will be charged to the account without further authorization on the first day of each month.

NOTE: THE INFORMATION YOU PROVIDE BELOW MUST BE EXACTLY AS IT APPEARS ON YOUR CHECK

Checking Account (attach a voided check to this Agreement)

Bank Name: _____ Acct #: _____ Routing# _____

Authorized Signature _____ Date _____

<p>FACILITY USE ONLY:</p> <p>Processed by: _____</p> <p>Initiation Fee: \$ _____ Dues: \$ _____/mo</p> <p>Locker # _____ Member # _____</p> <p>Date: ____/____/____</p>
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FITNESS CENTER POLICIES

Synergy Fitness & Nutrition, LLC's ("Synergy") policies and procedures are designed to encourage a safe, clean and professional exercise environment for both members and employees. Failure to adhere to the policies and procedures may result in membership suspension or termination. Members are permitted in the Fitness Center as a licensee only and Synergy reserves sole discretion to suspend or terminate membership at any time.

GENERAL MEMBERSHIP POLICIES

1. Members must complete the entire Membership Agreement and all other required forms prior to membership activation (Medical clearance is recommended for high-risk participants).
2. All new members are subject to a \$59 initiation fee.
3. Monthly membership dues will be debited from your designated checking account via an Automated Clearing House transaction (ACH) on the first day of each and every calendar month during the term of this Agreement.
4. Synergy Fitness & Nutrition, LLC reserves the right to assess a fee equal to the greater of \$15.00 or the actual cost incurred for any transaction returned due to insufficient funds.
5. In accordance with the New York State Health Club Services Law, new memberships may be cancelled within three (3) days of contract date.
6. Members may cancel their membership for any reason with one calendar month's written notice. Cancellation letters must be sent to Synergy Fitness & Nutrition, LLC, 54 State St, Albany, NY 12207 via certified mail with a copy to Omni 54 Fitness Center LLC, 40 Beaver St, Albany, NY 12207.
7. Memberships lapsing for more than thirty (30) days are subject to a \$59.00 re-activation fee.
8. Synergy Fitness & Nutrition, LLC reserves the right to increase monthly membership dues at any time. (Members will be notified in writing of any changes in membership dues.)
9. The hours of operation for the Fitness Center are Monday – Friday 5:00 am – 11:00 pm, Saturday & Sunday 7:00 am – 7:00 pm. These hours are subject to change at management discretion.

MEMBERSHIP CARDS

1. In the event of a lost or damaged membership card, an additional card shall be purchased for \$20.00.
2. The fitness center is a controlled access facility. Only authorized users are permitted entry and must possess a valid membership card.
3. Membership cards may not be used or transferred to anyone other than the Member listed on the Membership Agreement.
4. Memberships of patrons in violation of card access restrictions are subject to suspension or termination.

PROFESSIONAL ENVIRONMENT

1. Appropriate workout attire must be worn while exercising in the fitness center (shorts or athletic pants, t-shirt, athletic shoes, and socks). Please refrain from wearing revealing attire while on the fitness floor.
2. Safe and proper use of fitness equipment is required at all times. Synergy Fitness & Nutrition, LLC professionals will provide instruction in the proper use of equipment as requested.
3. Members should allow other members to work-in and use equipment if requested.
4. No cell phone use while exercising on machines.
5. No dropping weights or putting weights on benches
6. Please refrain from using profane or indecent language in the fitness facility.
7. Non-alcoholic beverages are permitted in activity areas only if contained in a resealable, non-glass container.
8. Members are required to clean fitness equipment after each use. Spray bottles and paper towels are located in designated areas on the fitness floor.
9. Video and audio programming on the flat screen televisions is determined by Synergy Fitness & Nutrition, LLC. Please ask a Synergy Fitness & Nutrition, LLC staff member to accommodate programming preferences.
10. Members are responsible for any damage they cause to fitness center property and/or property of others, beyond damage resulting from ordinary wear or usage.
11. In the event of an accident or emergency a Synergy Fitness & Nutrition, LLC team member or 54 State Street security must be notified as soon as possible. In the event of a medical emergency notify 911 first.



FITNESS CENTER POLICIES

continued

LOCKER USE AND PERSONAL BELONGINGS

1. No gym bags or other personal gear are allowed in the fitness area. Members need to utilize lockers.
2. Lockers are designed for daily use only.
3. Locks left on lockers over night will be removed (Synergy Fitness & Nutrition, LLC is not responsible for damage to locks)
4. Each member is responsible for their own personal belongings and locker room amenities (i.e. shower/workout towel, locker lock, toiletries, etc).
5. Synergy Fitness & Nutrition, LLC and Omni 54 Fitness Center LLC are not responsible for lost or stolen items.

PERSONAL TRAINING AND MEMBERSHIP POLICIES

1. Members must complete all necessary paperwork before using the facility.
2. Payments must be made before the first scheduled training session. All packages and fees are non-transferable and non-refundable.
3. Fitness training series will expire six (6) months from date of purchase.
4. Members are advised to consult a physician before engaging in a physical activity program.
5. Members are encouraged to communicate any pain or unusual discomfort to their trainer.
6. Communicate session cancellations at least 24 hours in advance of scheduled session. Failure to communicate will result in a session charge.
7. In the event of a scheduling conflict, an alternate trainer will be provided to ensure consistency with fitness training.
8. Scheduled training sessions start precisely at the designated time. If you are late for your appointment, the session will proceed using the remaining time and you will be charged for the full session.
9. Any billing questions should be directed to Synergy Fitness & Nutrition, LLC (518) 727-7081.
10. All members are responsible for reviewing the established Synergy Fitness & Nutrition, LLC personal training terms and conditions.

Members will be notified in writing of any revisions of the Synergy Fitness & Nutrition, LLC policies. Please address any questions, suggestions, or comments to:

Synergy Fitness & Nutrition, LLC
Bryan M. Nunziato
Phone: (518) 727-7081
E-mail: Bryan24@nycap.rr.com



WAIVER OF LIABILITY/HOLD HARMLESS AGREEMENT & INFORMED CONSENT

In consideration for granting permission for my use of Omni Fitness Center, I hereby waive and agree not to sue Synergy Fitness & Nutrition, LLC, Omni 54 Fitness Center LLC, Omni Management Group Ltd., Omni Development Company, Inc., 54 State Associates Limited Partnership or 54 State Associates (NY) LLC, their respective officers, principals, partners, directors, shareholders, agents, contractors and employees (hereinafter "RELEASEES") for any and all liability and causes of action whatsoever arising out of or related to any loss, damage or injury in relation to my use of the Omni Fitness Center ("Fitness Center"). I hereby further AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorneys' fees that they may incur due to any claim arising out of my use of the Fitness Center.

PERSONAL RESPONSIBILITY

I hereby state that I am in good health, and that I have examined my health, fitness and risk of a fitness program to my full satisfaction including consultation with such professionals as I deem appropriate.

I also state that I am free of any known heart condition or other health problem that would cause unreasonable risk from participation in physical fitness activities, and I agree to stop using the Fitness Center should such a condition or problem arise or I receive information indicating they may exist.

I agree that RELEASEES may rely on my taking responsibility for my medical health, physical condition, exercise routines, and eating and living habits. RELEASEES cannot confirm any medical condition and always recommend consulting a physician before engaging in a physical activity program. I acknowledge that RELEASEES cannot diagnose any medical condition and I take full responsibility to consult a physician as reasonably appropriate. The Fitness Center does not have emergency response facilities. I acknowledge that RELEASEES have not and will not render any medical services including medical diagnosis of my physical condition.

ASSUMPTION OF RISKS

I acknowledge and agree that participation in fitness activities at the Fitness Center involves foreseeable and unforeseeable inherent risks, and that some of these risks cannot be eliminated. I acknowledge and agree the RELEASEES do not supervise activities at the Fitness Center and that I take responsibility for and accept the risk of my use of the Fitness Center without supervision of myself or others, and without emergency response facilities or emergency response communication devices. The specific risks vary from one activity to another but range from minor injury to major injuries such as loss of body function, joint or back injuries, heart attacks and injuries which may have permanent effects to catastrophic injuries including death.

I voluntarily assume all risks and dangers and all responsibility for any losses and/or damages arising out of my use of the Fitness Center whether caused in whole or in part by the negligence or other conduct of the above-named RELEASEES.

WAIVER

I understand that I am giving up substantial rights, including my right to sue. I intend my signature to be a complete and unconditional waiver of liability and claims arising out of my use of the Fitness Center to the greatest extent allowed by law and that this waiver is binding on my family, heirs and executors.

I state that I am at least eighteen (18) years of age, fully competent and execute this Release for full, adequate and complete consideration, fully intending to be bound by same.

SEVERABILITY

I agree that this Agreement shall be construed in accordance with the laws of the State of New York. I agree that it is intended to be as broad and inclusive as is permitted by the law of the State of New York, and that if any portion is limited or held invalid, then the balance shall, notwithstanding, continue in effect to the fullest extent legally permissible.

IN SIGNING, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ ALL THE FOREGOING and understand it. I have relied on no oral explanations, representations, statements, or inducements, apart from those contained in the foregoing written Agreement regarding the effect of this Agreement.

Participant signature: _____ Date: ___/___/___

Printed name: _____