



20829 72nd Ave S, Suite 110, Kent, WA 98032 – www.rachelsbodyshop.net

MEMBERSHIP POLICIES & CLUB RULES

Rachel's Body Shop designed the Membership Policies ("Policies") and the club rules, including rules listed here and rules posted in clubs ("Rules") to ensure a safer and more enjoyable environment in which to exercise. So, please be thoughtful and observe the Policies and Rules that you, and all members, have agreed to follow. Rachel's Body Shop may, in its sole discretion, modify the Policies and Rules without notice at any time. It's your responsibility to know and follow the most current Policies and Rules. All approved signs posted in a club or on the premises shall be considered a part of the Policies and Rachel's Body Shop.

Section 1.00 – EQUAL OPPORTUNITY POLICY STATEMENT

Rachel's Body Shop, enrolls and maintains memberships without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, or age. It is further club policy that no circumstance or conduct undertaken by club personnel shall have the effect of discrimination on the basis of any of the aforementioned classifications. All club members shall have full and equal access to the club facility. All members with disabilities shall be entitled to reasonable accommodation for their physical and mental impairments.

Section 2.00 – GUEST PRIVILEGES

Rachel's Body Shop encourages you to bring friends, relatives, and business associates for a guest visit. We strongly recommend that you make an appointment for your guest's visit and a tour/orientation may be required. A guest must check in at the front desk, be at least 18 years of age, sign a medical and injury release form and pay a guest fee before using Rachel's Body Shop facilities. You must inform guests about these Policies.

Section 3.00 – LOCKERS

Rachel's Body Shop provides lockers for your use on a daily basis only and suggests the use a lock to protect your property. Do not leave valuable property in a locker at any time. Rachel's Body Shop is not responsible for any theft of or damage to your property. If you leave a lock on the locker overnight, Rachel's Body Shop has the right to cut it off. Rachel's Body Shop will consider your property abandoned if left overnight. If you leave your property overnight, Rachel's Body Shop shall have the right to donate your property to charity. Select lockers are available for rent. See staff for further details.

Section 4.00 – CONFLICTS REGARDING USE

Please don't linger on the equipment because other members may want to use it. No member should monopolize the equipment or weights. Please observe gym etiquette. If there is a usage conflict, let Rachel's Body Shop mgmt. resolve it.

Section 5.00 – WEIGHTS & OTHER EQUIPMENT

There are specific Rules posted regarding the use of the weights and other equipment in Rachel's Body Shop facilities. As a courtesy, please replace the weights on the rack after you use them. Please use the provided towels and disinfectant spray to wipe off any benches and equipment after your use.



20829 72nd Ave S, Suite 110, Kent, WA 98032 – www.rachelsbodyshop.net

Section 6.00 – NO SOLICITATION

Rachel's Body Shop facilities are provided for the private use of club members only and are not open to the public. Any solicitation within the club is absolutely forbidden. This includes, for example: solicitation for profit, political purposes or any other reason; use of petitions; distributing or posting leaflets, notices or advertising anywhere in a club facility; or leaving multiple copies of leaflets or other papers in the club.

Section 7.00 – GENERAL POLICIES FOR MINORS

Rachel's Body Shop requires all members to be over the age of 18. Minors under the age of 18 may not use the facility at any time.

Section 8.00 – PROHIBITED ITEMS AND ACTIVITIES

Section 8.10 – No Alcohol, Drugs, or Smoking

You cannot engage in any activity at Rachel's Body Shop while under the influence of illegal drugs or alcohol. Rachel's Body Shop does not permit smoking, alcohol, or illegal drugs, including steroids, in any of its facilities.

Section 8.20 – No Weapons

No weapons of any kind are permitted in Rachel's Body Shop facility.

Section 8.30 – No Photographic or Video Equipment

No photography, videotaping, filming or audio recording in Rachel's Body Shop facility without prior written permission of the management.

Section 8.40 – Food & Beverages

Rachel's Body Shop reserves the right to limit the consumption of food or beverages in workout areas.

Section 8.50 – Personal Training

No member may train another member for compensation. If Rachel's Body Shop determines that such training occurs at Rachel's Body Shop facility, the trainer and/or trainee may lose their membership.

Section 9.00 – DRESS / TOWEL POLICY

Rachel's Body Shop requires you to wear appropriate clothing and footwear while in its facilities. Here are general guidelines: gym shorts, T-shirts, jogging, aerobic and sweat outfits are all right for exercising or aerobics, but street clothes/shoes and jeans are not. No street or black-soled shoes permitted. You must have a towel with you during workouts to protect and clean the machines you use.

Section 10.00 – CONDUCT

While in Rachel's Body Shop facility, Rachel's Body Shop does not permit and will not tolerate any inappropriate conduct. Such conduct includes, without limitation, using loud, abusive, offensive, insulting, demeaning language, profanity, lewd conduct or any conduct that harasses or is bothersome to members, guests or Rachel's Body Shop employees.



20829 72nd Ave S, Suite 110, Kent, WA 98032 – www.rachelsbodyshop.net

Section 11.00 – VIOLATION OF POLICIES OR RULES

If any member or guest violates any of the Policies or Rules, Rachel's Body Shop will ask that person to stop or leave. A member's violation of any of the Policies or Rules may also cause Rachel's Body Shop in its sole discretion, to terminate that person's membership and/or other agreements.

Section 12.00 – MEMBERSHIP FREEZE RULES

You may be eligible to freeze your membership for a temporary or extended period upon proof of the following: Medical reasons, Military service, Temporary job transfer, extended volunteer assignment. If you freeze your membership within the initial commitment period, your commitment period and obligation will be extended for the amount of time your membership was on freeze.

Section 13.00 – CANCELLATION INFORMATION

Section 13.10 – 3 Day Cancellation Right

You are entitled to a 3 business day period (3 day period) to notify Rachel's Body Shop that you wish to cancel your agreement and receive a full refund.

Section 13.20 – After the 3 Day Period

You may not cancel your membership during the Commitment Period (or get a refund), After the Commitment Period, you may cancel your membership by providing written notice to the following address: Rachel's Body Shop 20829 72nd Ave S, Suite 110, Kent WA 98032 or writing a cancellation request to email: rachelsbodyshop@comcast.net. The notice must say that you no longer wish to be bound by the contract. Upon receipt of your request to cancel your membership, your club access and membership will end.

Section 14.00 – DUES INCREASE

Monthly dues may only be increased a maximum of 8%, once per calendar year. No increase within the initial commitment period of your membership.

Section 15.00 – ARBITRATION AGREEMENT AND WAIVER OF CLASS ACTION AND JURY RIGHTS

All disputes between you and us, except personal injury claims, will be resolved through binding arbitration or small claims court. Any arbitration under this agreement will take place on an individual basis; class arbitrations and class actions are not permitted. Personal injury claims are not subject to arbitration; personal injury claims will be handled in the courts.

Section 16.00 – TERMINATION FOR CAUSE BY RACHEL'S BODY SHOP

Rachel's Body Shop may, at its option, terminate your membership if (1) you fail to complete all signature lines and required initial blocks, (2) you fail to make timely payments under any payment plan, (3) any monthly payments or dues are late, (4) the monthly EFT/RCC payments or dues are interrupted or discontinued for any reason., (5) you fail to follow any of membership policies or club rules or violate any part of this agreement, or (6) your conduct is improper or harmful to the best interest of or its members. Termination is effective on the date Rachel's Body Shop mails a written notice to your last known address. You are liable for all financial obligations until that date.



20829 72nd Ave S, Suite 110, Kent, WA 98032 – www.rachelsbodyshop.net

Section 17.00 – RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Using the Rachel’s Body Shop facility, services, or activities involves the risk of injury to you or your guest, whether you or someone else causes it. Specific risks vary from one activity to another, and the risks range from minor to major injuries, such as catastrophic injuries including death. **In consideration of your acceptance of the benefits under this agreement, you understand and voluntarily accept this risk and agree that Rachel’s Body Shop nor Fountainhead NW, its officers, directors, employees, volunteers, agents and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to you, your spouse, guests, unborn child, or relatives resulting from the negligence of Rachel’s Body Shop or anyone on Rachel’s Body Shop behalf or anyone else whether related to exercise or not.** You agree to indemnify, defend and hold Rachel’s Body Shop harmless against any liability, damages, defense costs, including attorneys’ fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage caused by your negligence or other wrongful acts or omissions. You further agree to hold harmless, defend and indemnify Rachel’s Body Shop from all liability, damages, defense costs, including attorneys’ fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage brought by you, your guests, or minors, even if Rachel’s Body Shop was negligent. Further, you understand and acknowledge that Rachel’s Body Shop does not manufacture fitness or other equipment at its facilities, but purchases and/or leases equipment. You understand and acknowledge that Rachel’s Body Shop is providing recreational services and may not be held liable for defective products.

Section 18.00 – SIGNATURE OF APPROVAL

The signing of this contract indicates you agree and understand all information stated above.

Executed in Kent, Washington this _____ day of _____, 20_____.

Print Full Name: _____

Member Signature: _____

Section 19.00 – MEMBERSHIP RATES

Month to Month Membership \$39/month \$69 Enrollment Fee Initials _____
Must pay first and last month’s dues at enrollment.

6 Months Membership \$37/month \$49 Enrollment Fee Initials _____
Must pay first and last month’s dues at enrollment.
Membership continues monthly until cancelled.

Year Paid in Full \$35/month paid in advance \$39 Enrollment Fee Initials _____

Family Add On Save \$2 per month on any contract Initials _____
Current Family Members Name: _____
Membership Key Card \$10. Initials _____



20829 72nd Ave S, Suite 110, Kent, WA 98032 – www.rachelsbodyshop.net

Section 20.00 – PAYMENTS

Membership rates do not include Washington State sales tax.

Name:	Key card#	Gender: M F
Employer:		
Address:		
Contact Phone #	Email:	
16-digit Credit Card #	Credit Card Exp Date:	
Membership type underline: 6 Months; Month to Month; 12 Months paid in full; Family Add On		
Total amount paid today: \$		
Reoccurring monthly payments: \$	Monthly dues beginning date:	

I authorize Rachel’s Body Shop, on the scheduled payment dates, or within 3 business days after such dates, to charge my above listed credit card or debit card account through EFT for the Balance Due indicated above. If my card or account expires or is replaced, I agree to notify Rachel’s Body Shop promptly of my new card. All declined transactions are subject to a 1.99% fee. The amounts charged or debited to my account may vary each month from the amount shown above due to a change in the monthly dues, past unpaid dues and fees, increases in applicable taxes, or other fees and charges that I may owe. For EFT of my debit/credit card) charges only, I understand that you will notify me at least 10 days in advance of any EFT debit that will be more than three times the normal monthly debit amount. If my EFT or RCC is rejected or returned unpaid for any reason, I authorize Rachel’s Body Shop to resubmit it for payment one or more subsequent times in the future. If amounts I owe to Rachel’s Body Shop are not paid because an EFT debit or RCC does not go through, for any reason my failure to pay those amounts may result in the suspension or termination of my membership.

The signing of this contract indicates you agree and understand all information stated above.

Member Print Name: _____

Member Signature: _____

Date: _____

Section 21.00 – Waiver of Liability Relating to Coronavirus/COVID-19

The novel Coronavirus/COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and in the air. People can reportedly be infected and show no symptoms and therefore spread the disease. The exact methods of spread and



20829 72nd Ave S, Suite 110, Kent, WA 98032 – www.rachelsbodyshop.net

contraction are not fully known and there is no known cure. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. The CDC recommends high risk clients (people over the age of 65, people with serious underlying medical conditions like chronic lung disease, moderate to severe asthma and people who are immunocompromised) refrain from going to the gym or use the gym with extreme caution during the pandemic. The signing of this waiver indicates I am fully aware and choose to accept the risk of contracting COVID-19 in order to utilize Rachel's Body Shop's services.

I acknowledge that Rachel's Body Shop cannot prevent me from becoming exposed to, contracting, or spreading COVID-19 while utilizing Rachel's Body Shop's services or premises. It is not possible to prevent the presence of the disease. Therefore, if I choose to utilize Rachel's Body Shop's services and/or enter into the premises I may be exposing myself to and/or increasing my risk of contracting or spreading COVID-19.

Section 22.00 – ASSUMPTION OF RISK

I have read and understood the above warning concerning COVID-19

I hereby choose to accept the risk of contracting COVID-19 for myself and or my family members in order to utilize Rachel's Body Shop's services and enter the premises. I acknowledge that given the nature of virus and ease of transmission that there is inherent risk in using the service and the premises. These services are of such value to me, that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize the services and the premises in person.

Section 23.00 – WAIVER OF LAWSUIT/LIABILITY

I hereby forever release and waive my right to bring suit against Rachel's Body Shop and its owner's, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing Rachel's Body Shop's services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen, or unforeseen.

Section 24.00 – CHOICE OF LAW

I understand and agree that the law of the State of Washington will apply to this contract.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Member Print Name: _____

Member Signature: _____

Date: _____