



Member Policies

Welcome to Midland Fitness and thank you for your business.

By agreeing to any trial membership, membership, personal training, specialty program or any other service or event offered by Midland Fitness you are thereby agreeing to adhere to the following policies and conditions:

AVAILABILITY OF FACILITIES: Facilities and services include but are not limited to; classes, services (programs, Un-Wind Therapies, Personal Training, clinics, & equipment, etc.). All facilities and services may have limited and/or changed hours or may be discontinued altogether at any time or be offered on a “first come, first served basis.” Midland Fitness reserves the right to charge a separate participation or reservation fee for any or all of these services or additional facilities.

HOURS OF OPERATION: Monday-Friday 5:30am-8:30pm, Saturday am-12pm, Closed Sunday

Observed Holiday Closures: New Year’s Day-Easter-Labor Day-Independence Day-Memorial Day-Thanksgiving Day-Christmas Eve-Christmas Day; Closed at noon on New Year’s Eve

Hours and days of operation are subject to change at any time and/or during any membership contract.

FACILITY USE: As a courtesy, please replace the weights on the rack after use. Do not drop the weights & wipe off any benches after use. Disinfectant spray is provided for all members to wipe down equipment after use. Please limit your time to 30 minutes on the cardio equipment during our busy times. Busy time is constituted as when all equipment is being used. Midland Fitness expects all members to observe reasonable facility etiquette.

GUEST PRIVILEGES: Midland Fitness encourages you to bring friends, relatives and business associates to visit our facilities. Each member is allotted one guest pass per month. This benefit expires each month and can only be used for non-members; [for example: it cannot be combined to be used as a 12 consecutive day pass at one time during the year.] Guests must check in at the front desk, sign a medical history and an injury release form. They must be at least 18. If the guest is under 18 please see our policies for minors.

GENERAL POLICIES FOR MINORS: Please check with the front desk for specific rules, regulations and fees concerning minors. You and your minor children must follow any such rules and regulations and pay any applicable fees. To join, all minors need the teen waiver membership agreement signed by a parent or guardian.

Children under 13: May not use the facility at any time and must be accompanied by a parent or guardian at all times when in the building. Midland Fitness does not permit children over six years old of the opposite sex in the dressing or shower rooms. Children under 13 are not permitted in workout areas.

Minors 13-15: May use the facility while accompanied by a parent or legal guardian who is also a current member. The parent or legal guardian must sign a teen membership agreement. Midland Fitness reserves the right, in its discretion, to require that a parent or guardian accompany the minor.

Minors 16-17: May purchase an individual membership and use the club without a parent or guardian being a member of the club as long as the parent or guardian has signed the teen membership agreement. Midland fitness reserves the right, in its discretion, to require that a parent or guardian accompany a minor.

LOCKERS: Midland Fitness provides lockers for your use on a daily basis only and suggests that you use the provided keys to lock and protect your property. Do not leave any valuable property in an unlocked locker at any time. Midland Fitness is not responsible for any theft or damage to your property. If you leave a locker locked overnight, Midland Fitness has the right to gain entrance to the locker and remove the items. Midland Fitness will consider your property abandoned if left over night. If you leave your property overnight, Midland Fitness shall have the right to donate your property to charity.

PROHIBITED ITEMS AND ACTIVITIES: No alcohol, drugs or smoking: You cannot use the facility or engage in any activity at Midland Fitness while under the influence alcohol, narcotics or other drugs that may cause physical and/or mental impairment. Midland Fitness does not permit smoking, alcohol, or any illegal drugs in its facility. Midland Fitness reserves the right to refuse access to anyone suspected to be under the influence of any substance that may cause physical and/or mental impairment.

NO WEAPONS: No weapons of any kind are permitted in the Midland Fitness facility.

NO PHOTOGRAPHIC, VIDEO OR AUDIO EQUIPMENT: No photography, videotaping, filming or audio recording with any type of equipment (cameras, phones, etc.) is permitted to be used on these premises without written permission from the management of Midland Fitness. Midland Fitness does photograph our members from time to time for marketing and advertising purposes. We will ask you to sign a media release form prior to your photograph being taken.

FOOD AND BEVERAGES: Midland Fitness reserves the right to limit the consumption of food beverages in workout areas. Please use our designated lounge area for eating and drinking.

PERSONAL TRAINING: Personal Training is available to members and non-members. Under no circumstance is any member to train another member for compensation. If it is determined that paid Personal Training has been conducted on the premises, the trainer and trainee will each lose their membership. No member may bring in a non-Midland Fitness trainer or therapist without the permission of management.

OUTSIDE EQUIPMENT: Midland Fitness reserves the right, in its sole discretion, to limit or restrict the use of outside equipment in the facility.

DRESS/TOWEL POLICY: Midland Fitness requires you to wear appropriate clothing and footwear while in the facility. Non-marking, closed-toe athletic shoes are required in all workout areas unless otherwise stated. Midland Fitness reserves the right to refuse access or services to any member or guest who fails to wear attire deemed appropriate by management. Midland Fitness supplies one towel per member, per day to be used at the facility only.

CONDUCT: While in the facility, Midland Fitness does not permit and will not tolerate any inappropriate conduct. Such conduct includes, without limitation, using loud, abusive, offensive, insulting, demeaning language, profanity or any conduct that harasses or is bothersome to members or Midland Fitness employees. Midland Fitness reserves the right to refuse access and services to anyone determined to be displaying offensive and/or inappropriate behavior according to management discretion.

VIOLATION OF RULES: If any member or guest violates any of the policies or rules, Midland Fitness will ask that person to cease behavior and/ or leave the facility. A violation may also cause Midland Fitness to terminate the violator's membership according to the terms of their membership agreement.

MEMBERSHIP FREEZE & CANCELLATIONS:

Membership Cancellation Policy: \$300 on any contract (individual or couple)

Medical Commitment Freeze: \$25 per month, 3 month max, with Dr.'s note

Contract Transfer: may transfer to qualified individual with new contract.

A two-week notice is required on all membership changes.

PERSONAL TRAINING & UN-WIND THERAPIES: Personal Training and Un-Wind Therapies is available to all members and nonmembers. Please be aware of the 24 hour cancellation policy. Any missed appointments without proper cancellation notice are subject to the full charge of the service. All new clients and nonmembers must provide a credit card to reserve appointments.

ASSUMPTION OF RISK OF INJURY AND WAIVER OF CLAIMS:

As a member or participant in any Midland Fitness service or event, I assume all risks of injury and waive all rights to pursue money damages or any other relief of any kind as a result of anything occurring at or near Midland Fitness. In the event I am injured while on Midland Fitness property or during a Midland Fitness - sponsored event, I will hold harmless the club owner, Midland Fitness, and all of their respective owners, employees, agents, successors and assigns from all claims of any sort for damages or for other relief, including but not limited to claims for contribution.

I acknowledge there is possible danger connected with any physical activity (including the dangers of physical injury and death) and knowingly and voluntarily waive my right to make a legal or equitable claim of any sort against Midland Fitness and all of their respective owners, employees, agents, successors and assigns from all claims of any sort for damages or for other relief, including but not limited to claims for contribution. This assumption of risk and waiver of liability applies to my family members, successors, heirs and assigns.

MEMBER PRIVACY:

By providing your personal contact information, you are giving express consent to be contacted and/or receive marketing communication by email, direct mail, telephone, text message, instant message and other means, from or on behalf of Midland Fitness.

SUBJECT TO CHANGE

Membership Policies are subject to change. Alterations will be posted at the Club. To request the most recent copy, please visit the club or call us at 970-945-4440.