

Gym Membership Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Gym Membership Agreement

This Gym Membership Agreement (this "Agreement") is made on [Date] between [Member's full legal name] of [Member's address], contactable at [Member's email and phone] (the "Member"), and [Facility's legal or business name] of [Facility's address] (the "Facility").

The Facility agrees to provide the Member with access to its premises and services under the membership described in clause 1, in exchange for the recurring fee authorized in clause 2, beginning [Membership start date]. This Agreement is a subscription for ongoing access, not a contract for any single visit or a personal training engagement — it continues on a recurring billing cycle until ended under clause 4.

1. Membership Type and Facility Access

The Member is enrolled in the [Membership tier or plan name, e.g. Standard, All-Access] membership, which includes access to [What the membership includes, e.g. the gym floor, cardio and weight rooms, locker rooms] during the Facility's posted operating hours, currently [Operating hours or "24-hour access"]. Group classes [Write "are included" or "are not included and are charged separately"], and the following are not included unless stated otherwise: personal training, childcare, and any service the Facility designates as an add-on.

The Member may bring [Number of guest passes included, or write "no"] guests per [Guest pass period, e.g. month] under the Facility's guest policy then in effect. Membership is personal to the Member, is not transferable to another person, and the Facility may require photo identification or a membership card or fob to grant entry.

The Facility may add, remove or change the equipment, classes and services available to members from time to time, provided that any material reduction in what the Member's tier includes is notified to the Member in writing at least [Notice of a material change to what the membership includes, e.g. thirty (30) days] in advance.

2. Recurring Billing Authorization

The Member authorizes the Facility to charge [Monthly membership fee] on or about the [Billing date each month, e.g. 1st] of each month, plus any one-time enrollment or initiation fee of [One-time enrollment or initiation fee, or write "none"] due on signing, to the payment method on file:

[Payment method type, e.g. the credit or debit card provided at enrollment]. This authorization continues for as long as this Agreement remains in effect, including through any renewal under clause 3, and the Member shall keep a valid payment method on file and tell the Facility promptly if it changes or expires.

If a charge is declined, the Facility may retry it and shall notify the Member of the failure. A payment not brought current within

[Number of days to cure a failed payment, e.g. ten (10)] days of the failed charge carries a late fee of [Late fee amount], and the Facility may suspend the Member's access to the Facility until the outstanding balance, including any late fee, is paid in full. Suspension under this clause does not end this Agreement or the Member's obligation to pay fees that continue to accrue, unless the Facility elects to terminate under clause 4.

The Facility may increase the membership fee for a renewal term under clause 3 on at least [Notice of a fee increase, e.g. thirty (30) days] written notice before the increase takes effect; a fee increase does not apply during the initial term stated in clause 3.

3. Initial Term and Renewal

This Agreement begins on the date stated in the preamble and continues for an initial minimum term of [Length of initial minimum term, e.g. twelve (12) months] (the "Initial Term"). The Member is responsible for the membership fee for the full Initial Term regardless of how often the Member visits the Facility, subject to clause 4.

At the end of the Initial Term, this Agreement automatically renews and continues on a month-to-month basis at the then-current membership fee, until ended by either party under clause 4. No further signature is required for that renewal to take effect.

4. Cancellation and Early Termination

After the Initial Term ends, the Member may cancel this Agreement at any time by giving the Facility at least [Cancellation notice period, e.g. thirty (30) days] written notice, delivered by

[How cancellation notice must be given, e.g. email to the Facility's membership office, or a signed form at the front desk].

Cancellation takes effect at the end of the billing cycle following the notice period, and the Member remains liable for membership fees that fall due before that date.

If the Member cancels, or stops payment, before the Initial Term ends, the Member shall pay the Facility an early termination fee of

[Early termination fee, e.g. a flat amount or a percentage of the fees remaining in the Initial Term] ,

in addition to any fees already due, except where the Member cancels under the medical or relocation exception below. This fee reflects the Facility's reliance on the Initial Term and is not a penalty for any breach.

The Member may cancel during the Initial Term without the early termination fee, on the notice required by this clause, where the Member provides written evidence of

[Grounds for a fee-free early cancellation, e.g. medical incapacity or relocation, or write "none"] .

5. Membership Freeze

The Member may place this membership on hold for medical reasons or extended travel, for up to [Maximum freeze length per request, e.g. three (3) months] at a time and no more than [Maximum freeze occasions or total days per year, e.g. twice per year] , by giving the Facility at least [Notice to request a freeze, e.g. seven (7) days] advance written notice. Billing is suspended for the frozen period, or reduced to a hold fee of [Hold fee during a freeze, or write "none"] , and the Initial Term is extended by the length of the freeze.

A freeze does not shorten the Initial Term and does not count toward the cancellation notice required by clause 4. The Member's access to the Facility is suspended for the duration of the freeze.

6. Facility Rules and Assumption of Risk

The Member shall follow the Facility's posted rules and code of conduct, including hours, dress code, and instructions on the safe use of equipment, and shall use equipment only as it is intended to be used and within the Member's own physical ability. The Facility may refuse entry to, or terminate the membership of, a Member who repeatedly violates its rules or behaves in a way that endangers Facility staff or other members, without refund of fees already paid.

The Member acknowledges that using gym equipment and facilities, including free weights, machines, cardio equipment and group classes, carries an inherent risk of physical injury, and that the Facility cannot eliminate that risk through supervision or maintenance alone. The Member assumes that risk when using the Facility, agrees to stop and seek assistance if the Member feels pain, dizziness or distress, and confirms having read and, where the Facility requires it, separately signed the Facility's full liability waiver before first use.

7. Limitation of Liability

Except to the extent caused by the Facility's negligence, wilful misconduct or breach of this Agreement, the Facility is not liable for injury, illness or loss arising from the Member's use of the Facility, or for loss of or damage to the Member's personal property brought onto the premises.

The Facility's total liability arising out of or in connection with this Agreement is limited to the membership fees paid by the Member in the [Liability look-back period, e.g. twelve (12) months] before the event giving rise to the claim. Neither party is liable to the other for indirect or consequential loss. Nothing in this Agreement limits any liability that cannot lawfully be limited, including liability for death or personal injury caused by negligence.

8. Governing Law and General

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Colorado]. The parties submit to the exclusive jurisdiction of the courts of [Jurisdiction].

This Agreement is the entire agreement between the parties about the Member's membership, and replaces any earlier understanding on that subject, except that the Facility's separate liability waiver and posted rules continue to apply alongside it. It may only be amended in writing signed by both parties, other than a fee increase or rules change made under clauses 1 and 2. The Member may not assign this Agreement; the Facility may assign it to a successor operator of the same premises.

If any provision of this Agreement is held unenforceable, the rest continues in force. A failure to enforce a provision is not a waiver of it. Notices under this Agreement may be given by email or in writing to the contact details in the preamble and take effect when sent or delivered.

9. Signatures and Effective Date

This Agreement takes effect on the date of the last signature below. Clauses 2, 4, 5, 6, 7 and 8 survive its end to the extent fees, freezes or claims already arose before it ended.

The parties may sign in counterparts and by electronic signature, each of which is an original and all of which together form one agreement. Each party confirms that they have read this Agreement, that the details entered in it are accurate, and that they have received a copy.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Member

Signature: _____

Printed name: _____

Date: _____

Facility

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____