



CORPORATE MEMBERSHIP AGREEMENT

Corporate Office
4700 Tama St SE
Cedar Rapids, IA 52403
319.377.7758

XTREME | SOUTH | XPRESS 24/7

MEMBER INFORMATION

Name: _____ Membership # _____ DOB: ____/____/____
First Last
 Address: _____ Apt #: _____
 City: _____ State _____ Zip _____ Ph #: _____
 _____/_____/_____ Employer: _____ Wk/Cell #: _____
 E-Mail Address: _____

Name: _____ Membership # _____ DOB: ____/____/____
First Last
 _____/_____/_____ Employer: _____ Wk/Cell #: _____
 E-Mail Address: _____

Name: _____ Membership # _____ DOB: ____/____/____
First Last
 Emergency Contact's Name: _____ Ph #: _____
First Last

I understand I am joining The M.A.C. (Midwest Athletic Club) as part of a corporate wellness program through my employment with Radiology Consultants of Iowa, PLC.

As long as my company continues to renew the corporate benefit, at the time of renewal, and I am still a current employee, my membership will remain active.

Midwest Athletic Club will send attendance reports to your employer each month. If you are no longer eligible for membership, your company will ask The M.A.C. to remove your name from the report and your membership will terminate. If you wish to remain a member on your own, you may rollover to current M.A.C. rates with a discounted membership fee. Please come to The M.A.C. to complete the rollover.

If you are a current employee, but do not wish to continue your membership, you must inform your employer and your employer will inform The M.A.C. to remove your name from the group listing.

XPRESS FITNESS CENTER 24/7: There is an additional fee to obtain Access Card to Xpress 24/7 clubs.
 All Member MUST check in with their OWN access card at the outside door at each visit.
 All Xpress Members must abide by Xpress rules. Failure to comply with rules could result in immediate membership termination from The M.A.C.

Are you a current M.A.C. Member? Yes _____ No _____
 If I am a current member of The M.A.C., it is my responsibility to notify The M.A.C. to freeze my current membership so I am able to take advantage of the corporate wellness program through my employer. I understand that if I am no longer eligible for the corporate benefit, my original agreement with The M.A.C. will resume.

CLUB ENHANCEMENT FEE: An annual fee per person with apply, not to exceed four family members on the same agreement will be collected. This fee will be used for purchasing new workout equipment/cardio, and/or general maintenance, at the clubs discretion. This fee will be collected on or before corporate renewal/anniversary date.

NO REFUNDS on Paid in Full Memberships

NOTICE TO MEMBER:

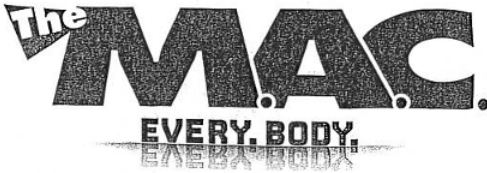
Do not sign this agreement until you read it. Do not sign this agreement if there are blank spaces. In the event of death or disability, this agreement may be cancelled.

By signing this agreement, I indicate that I have read the above and fully agree to the terms and conditions of this agreement along with ALL Rules and Regulation.

Member Signature _____ Print _____ Date _____

M.A.C. Agent _____ Print _____ Date _____

SPECIAL NOTES



WAIVER AND RELEASE OF LIABILITY

Corporate Office
4700 Tama St SE
Cedar Rapids, IA 52403

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New Image Fitness & Gym Ltd. d/b/a Midwest Athletic Club, its subsidiaries, related entities, including but not limited to MAC Xpress, Inc., their officers, directors, shareholders, agents, instructors, contractors and employees (collectively referred to as "MAC") are not responsible for any injury or loss of property suffered while participating in MAC activities, using any MAC equipment or facilities, or occurring upon MAC premises, for any reason whatsoever, including ordinary negligence on the part of the MAC.

In consideration of my membership and being able to use MAC facilities and equipment, I hereby release and covenant not to sue the MAC, for any and all present and future claims which may result from ordinary negligence on the part of the MAC for any loss or damage, including but not limited to theft, personal injury, or death, arising as a result of using the facilities and equipment of the MAC and engaging in any activities sponsored or provided by the MAC or any activities incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, that may be made by me, my family, estate, heirs, or assigns.

Further, I am aware that health and fitness club activities may include cardiovascular activity (e.g. aerobics, swimming, treadmills, bicycles, steppers, racquetball, or any other activities offered as programming) and the exertion of strength training (e.g. free weights, bands, weight machines and other strength and resistance equipment). I understand that these and other physical activities at the MAC involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, and injury to bones, joints, soft tissue or muscles. I am voluntarily participating in MAC activities, entirely at my own risk and with full knowledge of the dangers involved and hereby agree to accept any and all of the inherent risks associated with MAC usage, including property damage, personal injury, or death.

Certain MAC facilities allow access at any time. As such, you are aware that there will be **no supervision or assistance available**. I am also aware that if I am injured, become unconscious, suffer a stroke or heart attack, there will likely be no one to respond to my emergency and the MAC has no duty to provide assistance to me. Even though these facilities are equipped with surveillance cameras, it is likely that should I require immediate assistance, none will be available or provided. The MAC STRONGLY recommends training with a workout partner who is also a member.

I further agree to indemnify and hold harmless The MAC and other listed for any and all claims arising as a result of my engaging in club activities or any activities incidental thereto, wherever, whenever, or however the same occur. I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of Iowa and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further affirm that the venue for any legal proceedings shall be in Iowa.

I affirm that I am of legal age and am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me for the ordinary negligence of The MAC or any of the parties listed above.

The MAC urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity.

I HAVE READ THE FOREGOING RELEASE, UNDERSTAND ITS TERMS, AND FREELY AND VOLUNTARILY SIGN THE SAME.

Parent of Minor Signature Date

Signature of Participant Date

Printed Name of Parent of Minor Date

Printed Name of Participant Date

Welcome

Our Rules are for your safety and comfort as a member

Rules and Regulations: Member agrees to abide by the rules, regulations, and privileges of membership as set forth, as provided by The M.A.C., or posted, or from time to time to be set forth or posted by The M.A.C. It is further agreed that all rules, regulations and privileges, facilities, locations, services, hours, rates, dues, member's fees and charges are subject to change without notice at the sole and absolute discretion of The M.A.C. Member will not sell, assign or transfer this agreement or membership or any other right of privilege obtained from The M.A.C.

Courtesy Rules:

- Water ONLY permitted on the workout floor. No other food or drinks allowed.
- No chalk allowed in facility.
- Members are required to wipe down the equipment after use.
- Do not drop or bang free weights, machine weights or dumbbells.
- You must rack all plates, barbells and dumbbells after use.
- Put dirty workout and shower towels in the towel bins for washing.
- All members must be 12 years or older to use facility. A guardian must accommodate children under 16. * Xpress members see Xpress Rules.
- The M.A.C. is not responsible for lost or stolen items left in club or parking lot.
- Members may not use Group Exercise Stereos.
- No Smoking or chewing tobacco on premises.
- No obscene language. No loud or strange noises during workouts.
- Please limit cell phone use to emergencies only on the workout floor.
- Members may not bring their own exercise equipment into The M.A.C.
- Solicitation of any form will not be tolerated on Midwest Athletic Club property.

Dress Code for Workout Areas:

- Proper, freshly laundered gym attire is required: shirts, gym shorts, sweatpants, leotards, and/or tights. No street clothes allowed.
- Shirts must be worn at all times on workout floor, basketball and racquetball courts.
- Closed toe athletic shoes must be worn at all times. No sandals, flip flops, boots, aqua socks, bare feet or stocking feet allowed on workout floor.
- Swimsuits are required in pool, whirlpool, and sauna and steam room.
- Swimsuits are not allowed on workout floor.

Pool Rules:

- All swimmers are required to share lanes if the need arises. When there are more than two people in a lane, all swimmers should swim on the right side of the lane in a counter clockwise direction.
- Aqua Aerobics and swim lessons have priority to two lanes during class times.
- It is The M.A.C.'s policy to keep 1 lap lane open, with the exception of oversized aqua classes (exceeding 18 participants). In this case the lap lane will be utilized for the aqua class.
- Showers are required before entering pool area, which includes the whirlpool.

Locker Rooms:

- Lockers are daily use only, unless you rent a locker monthly. Please remove padlock after workout or locks will be cut and removed by The M.A.C.
- Gym bags are to be stored in a locker and are not permitted on workout floor. This keeps our workout floors from being cluttered.

Workout Floor:

- The M.A.C. reserves the right to close any area of the club for new construction and/or repairs and maintenance without compensation.
- The M.A.C. has the right to pre-empt the club for special events.
- The M.A.C. reserves the right to close any part of the facility that management may consider dangerous for use.

Barcodes and Access Cards:

- Members must present their barcode or access card at the front desk upon checking in. If lost, a new barcode or access card must be purchased. Barcodes and Access Cards have a replacement fee. If your barcode or access card breaks, please bring it to the Front Desk and we'll replace it at no cost.

Additional Rules for Xpress Fitness Centers

Facility Rules:

- All members joining must be 21 years of age or older. Add-ons must be 12 years of age or older.
- Members who don't have access cards, can use the facility during staffed hours or with a parent who is a member and must check in with their barcode.
- Members must check-in with their own access card at the front desk or at the outside scanner. Members with barcodes only must check in with the scanner inside.
- Members cannot bring in non-members during non-staffed hours. Membership will be terminated if this occurs. Nonmembers only have use of The M.A.C. Xpress during staffed hours.
- Xpress-Only members may participate in paid programs, such as, Mind Body Classes, League, Swim Lessons at member rates.
- Xpress-Only members may use the South and Xtreme facility, as well as Group Exercise classes, on Saturday and Sundays.
- Xpress-Only members can pay a fee for the Kids Club, per child, on Saturday and Sunday or you may add Kids Club onto your membership.

The parties to this contract agree that all disputes arising out of or in connection with, or in the application of, any of its provision shall be finally resolved through arbitration under the administration of Federal Arbitration, Inc. and in accordance with its Rules for Arbitration.

XTREME & SOUTH HOURS

Monday - Thursday	5:00 a.m. to 10:00 p.m.
Friday	5:00 a.m. to 9:00 p.m.
Saturday	7:00 a.m. to 7:00 p.m.
Sunday	8:00 a.m. to 6:00 p.m.

(Sunday Summer Hours 8:00 a.m. to 4:00 p.m.)

STAFFED XPRESS HOURS, KIDS CLUB HOURS
and LOCATIONS FOR ALL FACILITIES
VISIT

WWW.THE-MAC.COM

Our Mission is to make health and fitness a way of life for
EVERY. BODY.