



## TANNING BED USAGE AGREEMENT & MEMBER RELEASE AND INFORMED CONSENT

This Tanning Bed Usage Agreement & Member Release and Informed Consent, (hereinafter, the “Agreement”) is made and entered into on [REDACTED], 20 [REDACTED], by and between Boss Body Fitness, LLC, (hereinafter, “Boss Body Fitness”) and [REDACTED] (hereinafter, the “Member”). Boss Body Fitness and Member are collectively referred to in this Agreement as the “Parties”.

The Parties hereby agree to the following terms and conditions:

### 1. GENERAL TERMS

Member acknowledges that s/he is at least eighteen (18) years of age and that s/he is contracting for the purchase of a membership for the usage of the tanning bed(s) and tanning facilities provided by Boss Body Fitness.

Membership herein shall *permit* Member access to and usage of: tanning bed(s) and the tanning facility.

Membership herein does *not* bestow upon Member a right of access to any of Boss Body Fitness’ other facilities or programs, inclusive of usage of the sauna; nor, does a membership herein grant Member the right to use any of the exercise equipment contained within the gym. Unless Member has purchased additional membership(s) for the usage of the gym, sauna, or training/exercise programs; any **unauthorized** use of any facility, program, and/or of gym equipment not expressly included within this Agreement (or in other existing agreements between Member and Boss Body Fitness) shall result in a one (1) time non-compliance penalty of two hundred and ninety-nine dollars and zero cents (\$299.00) and shall also provide Boss Body Fitness with the option of immediately banning Member from the gym and *all* of its facilities. Member consents to said penalty being *automatically* deducted from Member’s bank account and/or from Member’s credit card provided herein.

The tanning beds and tanning facilities shall be accessible to Member 24/7.

Member acknowledges that s/he has read this entire document and agrees to be bound by the terms and conditions herein.

## **2. MEMBER INFORMED CONSENT & EXCULPATION AND RELEASE**

Member has reviewed and agrees to the following:

- a) Member is using the tanning beds and tanning facilities at their *own* risk.
- b) Member shall wear protective eyewear when using the tanning beds. Member understands that failure to wear protective eyewear may result in permanent and/or long-term injury to their eyes.
- c) Member understands that repeated exposure to ultraviolet light, as with natural light, can cause eye and skin injury, and in some cases allergic reaction. **Repeated Overexposure** may result in premature aging, skin dryness, wrinkling of the skin, and, in some instances, skin cancer.
- d) If Member is pregnant, or suspects that they may be pregnant, then Member should consult with a physician prior to using the tanning bed(s) and tanning facility.
- e) Certain medications, vitamins, supplements, foods, lotions, cosmetics and other skincare products may cause abnormal skin sensitivity to ultraviolet light. Member is advised to consult with a physician or pharmacist if s/he is unsure about any and all potential reactions that may occur as a result of the usage of medications, vitamins, supplements, foods, lotions, cosmetics, or other skincare products and the exposure to ultraviolet light.
- f) Member shall not use the tanning bed(s) or tanning facility if they have experienced any adverse effects from indoor or outdoor tanning in the past, regardless if said adverse effects were the result of natural or ultraviolet light.
- g) Member agrees to indemnify the staff and/or agents of Boss Body Fitness for any injuries, illness, or expenses from Member's participation.

**MEMBER HEREBY ACKNOWLEDGES THAT S/HE HAS READ AND UNDERSTANDS THE WARNING STATED ABOVE AND THAT S/HE ASSUMES THE RISKS ASSOCIATED WITH ULTRAVIOLET LIGHT TANNING.**

IN CONJUNCTION WITH THE AFOREMENTIONED, MEMBER ACKNOWLEDGES AND AGREES THAT BOSS BODY FITNESS AND ITS AGENTS ARE *NOT* LIABLE FOR PERSONAL INJURY OR FOR DAMAGE TO OR LOSS OF PERSONAL PROPERTY IN OR ABOUT THE PREMISES (INCLUSIVE OF THE TANNING BEDS, TANNING FACILITY, SAUNA, GYM, OR THE GENERAL GROUNDS OF BOSS BODY FITNESS), REGARDLESS OF THE CAUSE OF SUCH INJURY, LOSS, OR DAMAGE. MEMBER, FOR HIM/HERSELF, HIS/HER HEIRS, EXECUTORS, ADMINISTRATORS, APPROVED SUCCESSORS AND ASSIGNS, HEREBY **RELEASES**, RELINQUISHES AND DISCHARGES, AND AGREES TO INDEMNIFY, PROTECT AND SAVE HARMLESS BOSS BODY FITNESS, IT'S AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS AND LIABILITY FOR ANY INJURY TO, INCLUDING DEATH OF, MEMBER AND ANY LOSS OF OR DAMAGE TO PROPERTY (WHETHER THE SAME BE THAT OF EITHER OF THE PARTIES HERETO OR OF THIRD PERSONS) CAUSED BY, GROWING OUT OF, OR HAPPENING IN CONNECTION WITH, MEMBER'S USE OF THE: TANNING BED(S); TANNING FACILITY; SAUNA; GYM; OR GENERAL OCCUPANCY OF THE PREMISES, INCLUSIVE OF THE FIXTURES, EQUIPMENT, APPLIANCES, FACILITIES, IMPROVEMENTS OR COMMON AREAS LOCATED OR TO BE LOCATED THEREON, OR BY REASON OF ANY LIKE OR DIFFERENT CASUALTY. IN LIKE MANNER AND TO THE EXTENT SET FORTH IN THE PRECEDING SENTENCE, **MEMBER AGREES TO EXONERATE AND SAVE HARMLESS BOSS BODY FITNESS, ITS EMPLOYEES, AND AGENTS FROM ANY AND ALL LIABILITY EVEN THOUGH THE CLAIM, OR LOSS OR CASUALTY IS ATTRIBUTABLE TO THE NEGLIGENCE, FAULT, OR CARELESSNESS OF BOSS BODY FITNESS OR ITS EMPLOYEES OR AGENTS.**

**(INITIAL AND DATE).**

**3. TANNING PACKAGES:**

**IF MEMBER IS A GYM MEMBER:**

Duration	Amount/Month	Amount Paid in Full 10% OFF
1 Month Membership	\$35 / Month	\$ _____
6 Month Membership	\$30 / Month	\$ _____
12 Month Membership	\$25 / Month	\$ _____
#1 10Min Single Session	\$10 / Session	\$ _____

-or-

**GYM MEMBER SINGLE TANNING SESSION(S)**

-Up to \_\_\_ Minutes-\$\_\_\_\_\_ per session.

**IF MEMBER DOES NOT HAVE A GYM MEMBERSHIP:**

**(1X) Enrollment Fee Due At Sign Up Of \$20.00**

Duration	Amount/Month	Amount Paid in Full 10% OFF
1 Month Membership	\$60 / Month	\$ _____
6 Month Membership	\$55 / Month	\$ _____
12 Month Membership	\$50 / Month	\$ _____

-or-

**NON-GYM MEMBER SINGLE TANNING SESSION(S)**

**#1-10MIN Single Session \$12.00**

-Up to \_\_\_ Minutes-\$\_\_\_\_\_ per session.

**4. PURCHASE AND PAYMENTS:**

**(a) Member is purchasing (select one option):**

( ) Member is purchasing a ( ) month membership\*. The Member’s access to the tanning bed(s) and tanning facility shall begin on \_\_\_\_\_ and auto renew on \_\_\_\_\_ unless terminated pursuant to this agreement thirty (30) days prior to the auto renew date.

( ) Member is purchasing \_\_\_\_\_ sessions of up to \_\_\_\_\_ minutes per session\*.

\*Regardless of option selected, Member shall pay an *additional* ten percent (10.0%) tan/excise tax\* Plus a credit card and surcharge authorization fee that can be up to 4% per transaction.

**(b) Conditions of payment:**

The monthly amount will be due each month until the Agreement is terminated.

Member shall provide Boss Body Fitness with their credit card information and bank account information and consents to payments being debited automatically from either account.

Upon return of any check issued by the Participant and payable to Boss Body Fitness, Participant agrees to pay the late fee and immediately satisfy the face amount of the returned check with a cashier's check or money order, and the Participant agrees to pay a return check charge of \$30.00 to Boss Body Fitness upon each such occasion. Should Participant tender a returned check, Boss Body Fitness shall have the option of only accepting cash, money order, or certified checks for the remainder of the agreement.

**5. TERMINATION OF AGREEMENT**

Member has a right to terminate this Agreement within three (3) business days of its making, penalty-free (*excepting* individual tanning sessions actually utilized as provided herein, *infra*) and a refund of all money paid shall be returned if such notice occurs within three (3) business days of Member signing this Agreement. In spite of the aforementioned, if Member has utilized the tanning bed(s) and tanning facilities during said **three (3) day period, then Member shall be charged \$12 per each session utilized**, with the difference between said sessions and the payment made being returned to Member.

The Parties shall have the right to immediately terminate this Agreement upon *written* notice of termination to the other party. **If the Member has paid in full, Boss Body Fitness shall retain payments made and the Agreement shall be terminated at the end of the Membership Period. If Member has not paid in full, the Early Termination Fee is \$100 or 50% of the remainder of the membership, whichever is more.** Member CONSENTS to the Early Termination Fee being debited automatically using the Credit Card Information provided. Contracts are set to auto renew after each term is finished, if the client wants to terminate or stop the auto renewal, they must contact us in writing at least 30 days prior to terminate the agreement.

All notices required of Member herein shall be directed to Boss Body Fitness at 405 E. Russell Ave., and must be in writing, and either delivered by: certified mail, return receipt requested; or, be made by personal delivery to the physical address of the gym. All moneys, if any, shall be refunded upon termination within thirty (30) days of Boss Body Fitness receipt of the notice of termination.

**6. EFFECT OF TERMINATION**

In the event Member terminates this Agreement, Boss Body Fitness shall retain all payments made. In the event our gym terminates this Agreement, Boss Body Fitness shall refund to Member all payments made for unused periods of the Membership Term.

