



Membership Pre-Enrollment Information Form

Member Information

Full Name _____
Address _____
City/State/Zip _____
Phone _____
Emergency Name _____ Phone _____
Email _____

Card / Payment Information

Full Name on Card _____
Card Number _____
Expiration _____ CVV # _____

Membership Choice

☐

Age 13 - 18, Speed and Agility Membership - \$75.00/month

☐

Age 8– 12, Speed and Agility Membership - \$50.00/month

☐

Open Access Membership - \$50.00/month

Agreement

Signature _____
Print Name _____
Date _____

By signing, you acknowledge that you, and/or your minor child will be enrolled in the Underground Training Center. Signee agrees to complete the financial agreement and membership contract before membership begins. Reoccurring payments for your selected membership will begin on the 1st of the first full month after pre-enrollment. Payments continue until you provide a minimum of 14 days noticed of termination. Schedule a time with a membership coordinator to finish this enrollment process at (309) 685-8200.



The Underground Membership Contract

___ 1. Memberships to The Underground are valid for one month. Membership will continue after the 1st month unless member notifies The Underground of termination within 14 days of the next billing date. Otherwise membership will continue in the form of monthly deductions or in the form of advance payment, at the then prevailing rate.

___ 2. Memberships that are paid for annually are for 12 months. Annual dues are nonrefundable. In the case of medical conditions that leave the member unable to receive membership contracted for, a doctor's release from activity can be provided to The Underground and dues from the date of notice will be reimbursed.

___ 3. Landmark Recreation Center and The Underground are not responsible for lost or stolen items.

___ 4. All policies, membership rates, days and hours of operation are subject to change without notice.

___ 5. A membership may be terminated by management for violation of any bylaw or rule, at any time, without reimbursement of dues paid in advance.

___ 6. Members may charge services and retail products on their Underground membership account. The payment for charges will be billed to the payment method saved on member's account. In the event the charge is declined, a statement will be issued and payment will be due upon receipt.

___ 7. Pertaining to members who receive a discounted rate through their company, team or otherwise: This contract shall remain in effect for a continuous period of 1 month from the date of enrollment and shall continue thereafter for subsequent like periods unless terminated at the end of any period by providing a written notice to The Underground within 14 days of the next billing date. If you no longer qualify to receive a discount, you are to notify The Underground immediately and either terminate membership or continue at the then prevailing rate.

___ 8. Pertaining to members who enroll under a promotional rate: Contracts are 3 months and will continue after the 3rd month at the then prevailing rate, unless notice of termination is received 14 days before the last billing date.

___ 9. Pertaining to members who add a Landmark membership to their account: Landmark memberships are valid for 6-12 months, depending on membership type. If you terminate your Underground membership, you are still obligated to fulfill the Landmark contract and will lose any discount you received being a dual member. Any months remaining on your Landmark contract will be billed at the then prevailing rate until the contract has been fulfilled. Once the contract has been fulfilled, you may terminate the Landmark membership by providing a notice of at least 14 days from the next billing date.

___ 10. a) This contract may be canceled by member's request within 3 business days after enrollment. Any initiation fees or prepayment of dues are non refundable.

b) In the event of the relocation of a member's residence to farther than 25 miles from The Underground, member may cancel the contract and shall only be liable for dues up until reasonable evidence of relocation is presented to the health club.

c) If a member, because of death or disability, is unable to receive membership contracted for, the member or his estate as the case may be, shall be liable only for that portion of the charges allocable to the time of death or onset of disability. If charges or dues for membership have been prepaid, the amount of the unused portion of membership shall, on request, be promptly refunded to said member, or his representative.

d) Notice of contract termination for any of the above reasons set forth in 10. (b) and (c) shall be in writing and delivered to The Underground in person, by mail at 3225 N Dries Lane Peoria, IL 61604, or by email at landmark_coordinator@yahoo.com.

e) You agree to reimburse The Underground for its costs, which are typically 33 ⅓%- 50%, including reasonable attorneys' fees, court costs, reporter's fees, collection fees, and similar expenses incurred by The Underground in the enforcement of any right or privilege under this agreement.

Member Name _____ Date _____

Signature _____

Membership Coordinator _____



**LANDMARK HEALTH & FITNESS AND THE UNDERGROUND
PARTICIPATION RELEASE OF LIABILITY AND ASSUMPTION OF RISK ASSESSMENT**

Participant Full Name: _____

In consideration of being allowed to participate in any way in the program, related events, and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from activities involved in this program is significant, including the potential for permanent paralysis and death.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I, myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS** The Underground, Landmark Health & Fitness, it's officials, agents and/or employees, other participants, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event(RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____
Participant's Signature Age Date

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE(UNDER AGE 18 AT TIME OF REGISTRATION)
This is to certify that I, as parent/guardian with legal responsibility for this participant, do context and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to the minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

X _____
Parent/Guardian Signature Date

X _____
Print Parent/Guardian Full Name