



PTO FITNESS CENTER

# Fitness Association of the Patent & Trademark Office

## Fitness Center Membership Application

(Please complete this form in entirety.)

Full Name: \_\_\_\_\_

Email: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Gender: \_\_\_\_\_

Contact Number: \_\_\_\_\_ Office Extension: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Relationship to Member: \_\_\_\_\_

### Physical Activity Readiness Questionnaire

1. Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor? Yes No
2. Do you feel pain in your chest when you do physical activity? Yes No
3. In the past month, have you had chest pain when you were not doing physical activity? Yes No
4. Do you lose your balance because of dizziness or do you ever lose consciousness? Yes No
5. Do you have a bone or joint problem (for example, back, knee or hip) that could be made worse by a change in your physical activity? Yes No
6. Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure or heart condition?  
Yes No
7. Do you know of any other reason why you should not do physical activity? Yes No

If you answered yes to one or more of these questions, see your doctor before you start becoming much more physically active or before you have a fitness appraisal.

\*If you would like to waive your opportunity for a complimentary consultation with a certified personal trainer, please sign here\* -  
\_\_\_\_\_ Date \_\_\_\_\_

# Fitness Association of the Patent & Trademark Office

## New Member Orientation

|  |                        |
|--|------------------------|
| Hours of Operation                         | Locker Rental          |
| PTO FitRewards Program                     | Towel Service          |
| Get Started – Fitness Assessment           | Guest Policy           |
| Monthly Fitness Challenge/Workshop         | Member Referrals       |
| Group Exercise Class Schedule/Master Class | Contractor/Sponsorship |

### PTO FitRewards Incentive Program

PTO Fitness Rewards is a complimentary member loyalty program that rewards your participation at your fitness center. Earn points, and get one step closer to earning valuable center and name brand gifts. As a member, you already have a PTO Fitness Rewards account, so activate and log in today at [www.ptofitnessrewards.org](http://www.ptofitnessrewards.org) to see how many points you've already earned - and what great gifts are within your reach!

Please activate my PTOFitRewards account and earn 250 points today!  YES  not at this time

Who referred you to join today? \_\_\_\_\_

## Payment Options

### Payroll Deduction, Payment in Full, Monthly (Contractors only)

|                                   |                          |                               |
|-----------------------------------|--------------------------|-------------------------------|
| Alexandria Campus only            | _____ \$12.83/pay period | _____ \$307.92 Annual Dues    |
| Alexandria Campus Shower Only     | _____ \$10.83/pay period | _____ \$259.92 Annual Dues    |
| Alexandria and Shirlington Campus | _____ \$17.00/pay period | _____ \$408.00 Annual Dues    |
| Contractor Alexandria Campus Only | _____ \$29.00/month      | _____ \$307.92 Annual Payment |

**\$35 Non- Refundable** Initiation Fee is required for ALL membership Options. An additional \$17 initiation fee is added for Shirlington Campus access at The Energy Club.

If you choose Payroll Deduction, the total amount due today is **\$47.83** (\$35 initiation fee plus your first \$12.83 payment) for **Alexandria Campus**.

If you choose Payroll Deduction, the total amount due today is **\$52.00** (\$35 initiation fee plus your first \$17.00 payment) for the **Alexandria and Shirlington Campus**.

**Please make checks and money orders out to FAPTO.**

All the topics listed above have been explained to my understanding.

\_\_\_\_\_ Date: \_\_\_\_\_  
**Applicant/Member Signature**

# FAPTO Fitness Center Membership Agreement, Rules, and Regulations

## Terms and Conditions of Agreement

Upon acceptance of this application by the Fitness Association for the Patent Trademark Office (FAPTO) Fitness Center and the FAPTO Board of Directors, I hereby agree to and accept membership in FAPTO Fitness Center and agree to abide by the rules, regulations, policies and procedures of FAPTO Fitness Center, included as an attachment to this agreement as they now exist or as they may be amended in the future.

In addition, I hereby state that I have read this agreement and agree to be bound by such terms and conditions. I fully understand that FAPTO Fitness Center management and personnel on the premises of FAPTO Fitness Center have no expertise in diagnosing, examining, or treating medical conditions of any kind or in determining the effect of any specific exercise upon me. I fully understand that in participating in one or more activities of FAPTO Fitness Center or in using any facilities or equipment in FAPTO Fitness Center, there is the possibility of accidental or other physical injury. I agree to assume the risk of such injury and all liability associated with that risk.

## Rules, Regulations, Policies & Procedures

General Provisions

These items are an integral part of the Membership Agreement

### GENERAL

Any USPTO employee or sponsored contractor/parties, 18 years or older, are eligible for membership in the FAPTO Fitness Center. Membership shall not be granted or denied on the basis of race, color, creed religion, sexual orientation or national origin.

The FAPTO Fitness Board shall determine and set the amount of dues, assess fees, quantity of members, termination of memberships and all other items related to membership. Members who are in good standing have a right to vote annual for representatives to be elected to the Fitness Board. The Board oversees the financial interest of the members, concerns of members, and fitness center staff.

### USE OF FACILITIES

FAPTO Fitness Center shall provide facilities and services described in this agreement and related descriptive materials provided that FAPTO Fitness Center may alter the facilities in any way it deems desirable; FAPTO Fitness Center may close temporarily for a reasonable period of time, may restrict or deny the use of facilities to permit maintenance, repair or construction or repair damage caused by fire, flood or any other unforeseeable and unavoidable circumstances without refund or other consideration to members for loss of use of the facility.

FAPTO Fitness center may cease providing all facilities, and services to all members upon FAPTO Fitness Center's giving notice of cessation and promptly refunding all advance monthly or annual fees previously paid by members with respect to future months. FAPTO Fitness Center reserves the right to revise and add to these rules, regulations, policies and procedures as needed for the benefit, comfort and enjoyment of the members, and the reasonable and proper management of FAPTO Fitness Center. All members and their guests shall comply with such revised or additional rules, regulations, policies or procedures.

### MEMBERSHIPS

FAPTO Fitness Center may modify and establish categories of membership.

**DUES AND CHARGES** -- Member agrees that he/she will pay the dues and charges in effect at the time the membership is accepted. If member has elected to pay on a monthly basis, that member's monthly dues may be increased at any time by FAPTO Fitness Center upon a thirty (30) day notice to the member. In the event of an increase, the members shall be entitled to cancel the membership, but is responsible for all fees, dues, and charges incurred by said member up to and including the date of cancellation. If the member has paid in advance for a twelve-month or longer period, no increase in dues will be applicable to such member until the expiration of such period, at which time the new dues become effective.

### CANCELLATION OF MEMBERSHIP FOR CAUSE

FAPTO Fitness Center may cancel the membership of any member whose account or any portion thereof includes any amounts unpaid (due) for more than thirty (30) days. Any member may be expelled by FAPTO Fitness Center for repeated violations of any rules and regulations, or any conduct which, in the absolute discretion of FAPTO Fitness Center, is prejudicial to the welfare, good order, reputation, and character of FAPTO Fitness Center.

### CANCELLATION OF MEMBERSHIP BY MEMBER

Members may cancel their membership with 30 days written notice. A member may resign his or her membership prospectively, and not retroactively, by completing a cancellation form available at the Fitness Center. The form must be approved and signed by both parties.

- If you have paid for your membership in full, you will receive a pro-rated refund less 10% of the remaining balance.
- Monies will be pro-rated by the bi-week.
- If you have done payroll deduction, when you cancel, it will be processed immediately;

The member must review his or her payroll deduction following cancellation, until deduction ceases. If deduction still continues after two months, the member should contact the Fitness Association. The Board has the discretion to not reimburse the member for any payroll deduction that occurs more than three months after cancellation, unless the member has notified the Board of continued deduction within three months of cancellation.

**Returned EFT or Checks** —There will be a \$20.00 service fee for any returned Electronic Fund Transfers (EFT) or checks.

**Notices, Change of Address, or Email Contact** — Members must notify FAPTO Fitness Center in writing of any change of address or email contact information. Members are not permitted to advertise or post notices inside or about the Club.

**Damaged, Lost & Stolen Items** — Managing parties are not responsible or liable to members or their guests for articles damaged, lost or stolen in or about FAPTO Fitness Center, including but not limited to those items stored in public lockers. Members and their guests agree to use the lockers provided solely for temporary clothing storage and not to store any valuable items in the lockers. Lost and found articles are placed in an accessible public area. Wallets, jewelry and electronics that are turned in are kept in the manager's safe and may be claimed in person only. Please stop by the management office weekdays during regular business hours. Lost and found items will not be confirmed over the phone. FAPTO Fitness Center cannot and will not store personal belongings for members.

**Member's Physical Condition** — Prior to becoming a member of FAPTO Fitness Center, individuals are advised to seek the advice of their physician especially those with physical limitations, a history of high blood pressure, heart problems, or other chronic illnesses. All members shall be required to submit a "Physical Activity Readiness Questionnaire" or informational purposes only prior to becoming a member.

**Registration** — All members must check-in and swipe their bar code member ID upon entering the facility. Guest must present a photo ID and pay the associated fees upon entering the facility.

**Schedule** — The hours of operation will be posted in FAPTO Fitness Center and are subject to change when deemed necessary.

**Smoking** — Smoking is not allowed in FAPTO Fitness Center.

**Towels** —

1. Small towels are intended for use while on the gym floor and large towels are intended for shower use. It is recommended to take only one small towel and one large towel.
2. Towels are not to be used to clean shoes, remove make-up, or for cleaning equipment.
3. Towels are not to be removed from the fitness center under any circumstances.
4. **All dirty towels are to be placed in the dirty towel bins at the entrance of the locker rooms or appropriate receptacle.**

**Weight Training Gym, Cardiovascular and Group Exercise Areas** —

Please follow these common rules of etiquette:

1. Please allow other members to "work in." Do not tie up machines with multiple sets if others wish to use the same equipment.
2. Please limit your cardiovascular workout to 30 minutes if others are waiting.
3. Outside trainers are not allowed.
4. Personal equipment and belongings are not allowed (i.e. gym bags, purses) on the workout floor.
5. Please return your weights and restack your dumbbells after use.
6. Wipe down all equipment after use (club wipes are provided in the cardio, weight, and group exercise areas).
7. When lifting heavy weights, use a "spotter."
8. Do not drop or throw weights.
9. Please report defective equipment to staff.
10. If you are not familiar with the use of a machine, consult a staff member prior to use for instruction.
11. Return weight machines to their starting positions.
12. Return all borrowed equipment to their designated location.
13. No emotional outburst or excessively loud grunting while working out.
14. Do not bring your own fitness equipment, e.g. weights, etc.
15. **No children under the age of 18 years** are allowed in the exercise areas and locker rooms.
16. **Please do not interrupt or enter the exercise studios when a class is in session.**

**Group Exercise Classes** —

Please consult the back of our class schedule for descriptions of classes. Class rules are designed to ensure safety and etiquette in the studio. They are as follows:

1. Always follow the instructor, do not attempt your own routine.
2. be considerate of the adjacent member's space.
3. All equipment (steps, weights, bands) must be returned to the proper storage area.
4. Wipe down all equipment after use.
5. Arrive on time; if you are late, please enter quickly and quietly. Please note that cycling classes require pre-registration. A sign-up sheet is put out at the front desk 30 minutes prior to the start of the class. Sign-ups are done in person only; you may not sign up others.

**Attire** — Wear proper exercise attire at all times. Failure to do so is a violation of club policy. Management reserves the right to determine what clothing is appropriate or not appropriate and may result in the denial of access to the facility until the member complies. The dress code is as follows:

1. No jeans, khakis, trousers, belts, or buckles; only fitness pants, shorts, or workout skirts without hardware are permitted.
2. No dress shirts, ties, dress jackets, or blazers; only breathable, non-revealing fitness tops or tees are permitted.
3. No dress shoes bare feet, or sandals; only rubber-soled, close-toed footwear permitted on the fitness floor.

**Personal Clothing and Hygiene** — Maintenance of **clean** clothing and **personal hygiene** is extremely important and is strongly encouraged for the benefit and safety of all members. Please do not leave soiled exercise clothing overnight in private lockers.

**Suspension/Termination of Membership** - Any member, who is loud, uses offensive language, demonstrates offensive or violent behavior, uses profanity, is bothersome to other members/employees, behaves otherwise in an unbecoming manner, or who is cited for an infraction of the club bylaws may be suspended or terminated from the fitness center. FAPTO Fitness Center retains the right to terminate a

member if they are deemed to be harmful to other members or employees. Once membership is terminated, individuals may not rejoin the facility.

- **Lockers** — Members must remove all personal belongings from the daily lockers when they leave FAPTO Fitness Center or the remaining items will be removed and discarded.
- Long lockers are for daily use only. **Items must be removed prior to closing.**
- Short lockers are available to be rented for personal use only and can be used for overnight storage. For rental information, please see the front desk.

**Food and Beverages** — Consumption of food or any beverage other than water or sport drinks is prohibited throughout the center except during FAPTO sponsored events.

**Cellular phones** — Talking on cellular phones while in the fitness center is prohibited. Cellular phones may be used in conjunction with headphones to listen to personal music while on the gym floor. FAPTO Fitness Center's business phone is not for personal use.

**Courtesy** — Members and their guests are encouraged to conduct themselves appropriately while in FAPTO Fitness Center and to avoid extended use of any one piece of equipment while others are waiting.

**Damages** — Any member or guest who intentionally damages any property of FAPTO Fitness Center will be held financially responsible for the damage.

**Rules and Regulations** - The bylaws herein are not inclusive. Signs posted in the club will be considered additional bylaws.

**Reservation Policy** — All facilities of FAPTO Fitness Center are available on a first come-first served basis. Participation in classes will be limited; advance sign up may be required.

### **Facility Use Waiver**

Each Member must sign a Waiver of Liability form provided by FAPTO Fitness Center before any use of the facilities is allowed.

I have read and fully understand the FAPTO Membership agreement and Rules, Regulations, and Policies.

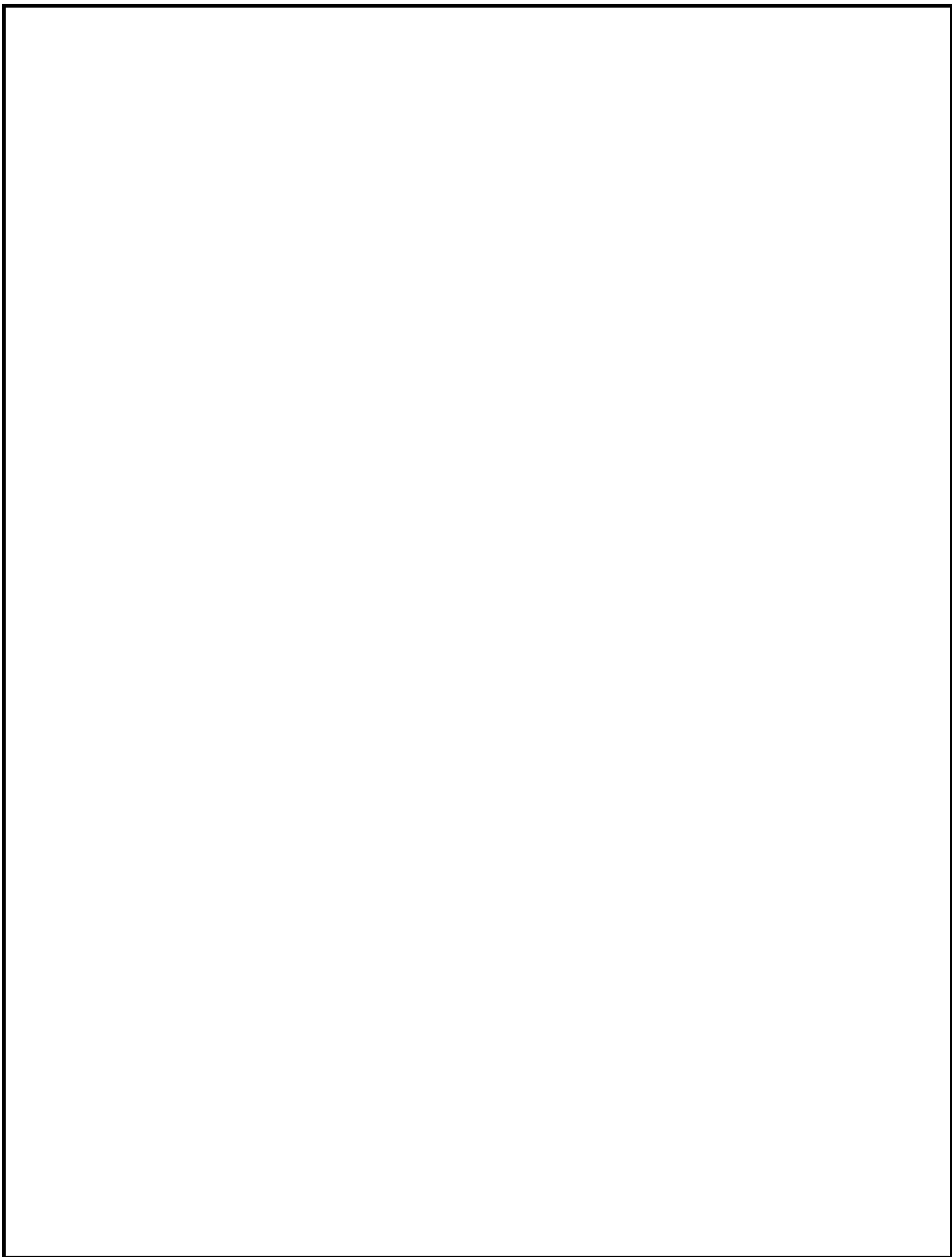
### **Waiver of Liability**

The undersigned person hereby acknowledge and agrees that the use of the fitness facility known as Fitness Association for the Patent & Trademark Office (FAPTO Fitness Center and PTO Fitness Center), and the equipment therein, and participation in the exercises and activities available, involve a degree of risk. The undersigned expressly agrees that he/she assumes any and all risks related to the use of the FAPTO Fitness Center and participation in FAPTO Fitness-sponsored activities, and the undersigned acknowledges that onsite management will not provide direct supervision of exercise. Accordingly, the undersigned hereby waives any claim for injury, harm or property damage that may occur as a result of the use of the FAPTO Fitness facility or its equipment, or any participation in activities conducted or sponsored by personnel of the FAPTO Fitness facility or the facilities management contractor, Professional Fitness Management, LLC ("ProFIT"), and the undersigned hereby releases and agrees to hold harmless FAPTO, Professional Fitness Management, LLC and all partners, employees, agents, instructors, officers, shareholders, and successors of any of the foregoing parties from any claim or cause of action related in any way to the Facility Use. The undersigned further agrees that such waiver and release shall be binding upon his/her executors, administrators, heirs, successors and assigns.

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Member Signature (Full Name)

Date





Patent & Trademark Office  
Fitness Center  
**Payroll Deduction Activation Form**

**SECTION 1: Employee Information**

|                                 |                       |
|---------------------------------|-----------------------|
| Full Name:                      | Last 4 Digits of SSN: |
| Work Address (Building & Room): | Work Phone Extension: |
| Signature:                      | Date:                 |

**SECTION 2: Payment Information (Agency Rep Use)**

|                              |  |                             |
|------------------------------|--|-----------------------------|
| \$35 Initiation Fee          | Monthly Deduction Amount<br>Fee \$25.66<br>(\$12.83, 2x a month) | Effective Date              |
| Account Number<br>0000922153 | Type Account<br>Checking   | Routing Number<br>256078433 |

**SECTION 3: Payroll Use Only**

|                             |                      |           |
|-----------------------------|----------------------|-----------|
| PTO Fitness Center          | Payroll Deduction    | OHR Stamp |
| Staff Initial          Date | Date Processed _____ |           |