

# FAPTO Membership Agreement, Rules, and Regulations

## Terms and Conditions of Agreement

Upon acceptance of this application by the Fitness Association of PTO (FAPTO) and the FAPTO Board of Directors, the undersigned hereby agrees to and accepts membership in FAPTO and agrees to abide by the rules, regulations, policies, and procedures of FAPTO, included in this Agreement as they now exist or as they may be amended in the future.

The undersigned hereby states that they have read this Agreement and agrees to be bound by such terms and conditions. The undersigned fully understands that FAPTO management and personnel have no expertise in diagnosing, examining, or treating medical conditions of any kind or in determining the effect(s) of any specific exercise. The undersigned fully understands that in participating in one or more activities of FAPTO and/or in using any facilities, equipment, and/or services of the FAPTO, both inside and outside of the FAPTO Fitness Center, there is the possibility of accidental or other physical injury. The undersigned agrees to assume the risk of such injury and all liability associated with that risk.

## Rules, Regulations, Policies, and Procedures

### General Provisions

These items are an integral part of the FAPTO Membership Agreement.

### General

Any USPTO employee (including USPTO contractors), 18 years or older, is eligible for regular 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 Board shall determine and set the amount of dues, assess fees, quantity of members, termination of memberships and all other items related to membership. Regular members who are in good standing have a right to vote annually for representatives to be elected to the FAPTO Board. The FAPTO Board oversees the financial interest of the members, concerns of members, and Fitness Center staff.

### Use of Facilities and Services

FAPTO shall provide facilities (FAPTO Fitness Center) and services described in this Agreement and related descriptive materials provided that FAPTO may alter the facilities and services in any way it deems desirable and/or necessary. FAPTO Fitness Center may close temporarily and/or may restrict or deny the use of facilities and services for any reason. Reason for closure, restriction, and/or denial of the use of facilities and services includes, but is not limited to, maintenance, repair, construction, DoC or USPTO guidance, facility building closure, or damage caused by fire, flood, or any other unforeseeable and/or unavoidable circumstances. FAPTO may close, restrict, and/or deny the use of facilities and services without refund or other consideration to members for loss of use of either or both facilities and services.

FAPTO may cease providing all facilities and services to all members upon FAPTO giving notice of cessation and promptly refunding all advance monthly or annual fees previously paid by members with respect to future months. FAPTO 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 the FAPTO Fitness Center. All members and their guests shall comply with such revised or additional rules, regulations, policies, and procedures.

### Memberships

FAPTO Fitness Center may modify and establish categories of membership.

**DUES AND CHARGES** -- Member agrees that they will pay the dues and charges in effect at the time the membership is accepted. A member's dues may be increased at any time by FAPTO upon a thirty (30) day notice to the member. In the event of an increase, the member shall be entitled to cancel the membership without penalty, but is responsible for all fees, dues, and charges incurred by said member up to and including the effective date of cancellation. If the member has paid in advance for a twelve-month or longer period, the prorated value of the remaining period may be used to reduce the membership period of the member in accordance with the increased dues.

### Suspension of Membership

Members may temporarily suspend their membership for up to six (6) months for medical reasons or military deployment. Appropriate documentation is required.

### Suspension/Termination of Membership by FAPTO

FAPTO may suspend or terminate the membership of any member: 1) whose account or any portion thereof includes any amounts unpaid (due) for more than thirty (30) days; 2) 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, is cited for an infraction of the FAPTO By-Laws, and/or is otherwise deemed to be harmful to other members or employees; and/or 3) for violations of any rules and regulations, or any conduct which, in the absolute discretion of FAPTO, is prejudicial to the welfare, good order, reputation, and character of FAPTO. FAPTO may prohibit individuals whose membership is terminated from rejoining FAPTO. When your membership is terminated:

- If you have paid for your membership as an annual payment, you will receive a pro-rated refund of the remaining weeks of the membership, less 10% of the remaining balance.
- If you pay via payroll deduction, the Fitness Center will process the termination and submit a cancellation form to the USPTO's Office of Human Resources for payroll deduction termination. It may take up to six weeks for payroll deductions to cease. The payroll deductions are non-refundable, and the member will not have access to FAPTO facilities or services during this period.

The member must review their payroll deduction or charge card following termination, until deduction/charge ceases. If deduction or charge continues after two months, the member should contact the FAPTO Board. The FAPTO Board has the discretion not to reimburse the member for any payroll deduction or card charges that occurs more than three months after termination unless the member has notified the FAPTO Board of continued deduction/charge within three months of termination.

## Cancellation of Membership by Member

To cancel FAPTO membership, a member must contact the FAPTO Fitness Center to request a cancellation form, must complete and sign the cancellation form, and must return it to FAPTO Fitness Center for approval. The cancellation form must be received by and approved by FAPTO Fitness Center. When your membership is cancelled:

- If you have paid for your membership as an annual payment, you will receive a pro-rated refund of the remaining weeks of the membership, less 10% of the remaining balance.
- If you pay via payroll deduction, the Fitness Center will process the cancellation and submit the cancellation form to the USPTO's Office of Human Resources for payroll deduction termination. It may take up to six weeks for payroll deductions to cease. The payroll deductions are non-refundable, but the member will have continued access to FAPTO facilities and services until the payroll deductions cease, or 30 days, whichever comes first.

The member must review their payroll deduction or charge card following cancellation, until deduction/charge ceases. If deduction or charge continues after two months, the member should contact the FAPTO Board. The FAPTO Board has the discretion not to reimburse the member for any payroll deduction or card charges that occurs more than three months after cancellation unless the member has notified the FAPTO Board of continued deduction/charge within three months of cancellation.

## Returned EFT or Checks

There will be a \$35.00 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. Any notice required by FAPTO Fitness Center may be provided by way of a members' email address, our website ([ptofitness.org](http://ptofitness.org)), and/or signage within the facilities of the FAPTO Fitness Center. Members are not permitted to advertise or post notices inside or about the FAPTO Fitness Center.

## Damaged, Lost, and Stolen Items

FAPTO is 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 lockers. Members and their guests agree to use the lockers provided solely for temporary storage of clothing, toiletries, and other personal items of nominal value. Members and their guests agree not to store any valuable items in the lockers. Lost and found articles are placed in an accessible public area. Wallets, jewelry, and electronics may be claimed in-person only 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, individuals are advised to seek the advice of their physician, especially those individuals 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" for informational purposes prior to becoming a member.

## Registration

All members must check-in and swipe their member ID upon entering the facility. Guests must present a photo ID and pay the associated fees upon entering the facility.

## Schedule

The hours of operation will be posted by FAPTO Fitness Center and are subject to change when deemed necessary.

## Attire, Personal Clothing, and Hygiene

Always wear proper exercise attire. Failure to do so is a violation of FAPTO Fitness Center policy. Management reserves the right to determine whether a member's clothing is appropriate and the right to deny 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. Socks or bare feet are permitted in the exercise studios when explicitly authorized and supervised by the instructor of a group exercise class.
4. Clothing must be clean. Good personal hygiene is required for the benefit and safety of all members.

## 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 (*e.g.*, 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 (sanitization 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).
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 our website ([ptofitness.org](http://ptofitness.org)) for descriptions of classes. Class rules are designed to ensure safety and etiquette in the exercise studios. 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.
6. No cell phone use during class.

## 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 FAPTO 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.**

## Lockers

1. 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.
2. Long lockers are for daily use only. **All items must be removed prior to closing.**
3. 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. Please do not leave soiled exercise clothing overnight in private lockers.

## Smoking

Smoking is not allowed in FAPTO Fitness Center.

## Health and Safety

For the safety of members, FAPTO Fitness Center may institute health and safety regulations in accordance with or in excess of any federal, state, or agency policy or guidelines.

## Food and Beverages

Consumption of food or any beverage other than water or sport drinks is prohibited throughout the FAPTO Fitness Center except during FAPTO-sponsored events where particular food or beverage is expressly permitted by the FAPTO Fitness Center.

## Account Information

Members are required to keep their credentials (*e.g.*, sign-in credentials for FAPTO Fitness Center, online services, HydroMassage, etc.) safe and confidential. Members may not share their credentials or services obtained from FAPTO Fitness Center or its affiliates.

## Cameras

No camera-equipped devices are to be used by members in any area where personal privacy is generally acknowledged, including dressing rooms, restrooms, exercise areas, shower facilities, etc. at any time due to the possibility of personal privacy violations. Employees should feel safe in these areas and free from concern that pictures might be taken without their consent. FAPTO Fitness Center may record and live stream within the FAPTO Fitness Center. Members consent to be filmed, photographed, taped, or otherwise recorded by FAPTO Fitness Center, and consent to the publication of any such recordings. FAPTO Fitness Center will display signage of areas where any FAPTO Fitness Center video or audio capture device is in-use.

## Cellular Phones

Talking on cellular phones while in the FAPTO Fitness Center is prohibited. Cellular phones may be used in conjunction with headphones to listen to personal audio while on the gym floor. FAPTO Fitness Center's phones are 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 will be held financially responsible for the damage.

## Rules and Regulations

The Rules, Regulations, Policies, and Procedures herein are not inclusive. Signs posted in the FAPTO Fitness Center's facilities will be considered additional Rules, Regulations, Policies, and Procedures.

## Reservation Policy

All facilities of FAPTO Fitness Center are available on a first come-first served basis unless otherwise noted. Participation in group exercise classes may be limited. Advance sign-up may be required for any facility or service of FAPTO Fitness Center.

## Facility Use Waiver

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

**Waiver of Liability**

The undersigned person hereby acknowledges and agrees that the use of the facilities and services of the Fitness Association of PTO (FAPTO), the equipment therein, and participation in the exercises and activities available, both inside and outside of the FAPTO Fitness Center, involve a degree of risk. The undersigned expressly agrees that they assume any and all risks related to the use of the FAPTO Fitness Center and participation in FAPTO-sponsored activities both inside and outside of the FAPTO Fitness Center, 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 FAPTO's facility, equipment, services, and/or any participation in activities conducted or sponsored by personnel of the FAPTO Fitness Center or any affiliated facilities management contractor, including Professional Fitness Management, LLC ("ProFIT"), and the undersigned hereby releases and agrees to hold harmless FAPTO, ProFIT, 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 or Service Use. The undersigned further agrees that such waiver and release shall be binding upon their executors, administrators, heirs, successors, and assigns.

**By signing below, I hereby acknowledge that I have read, fully understand, and agree to the FAPTO Membership Agreement, Rules, and Regulations, including the above Waiver of Liability.**

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Member Signature