

Fitness Association of the Patent & Trademark Office (FAPTO)

Fitness Center Membership Application

(Please complete this form in its entirety.)

□ New or Rejoining Member □ Existing Non-Payroll □ Existing Payroll

		Deduction Mei	libei L	eduction Member	
Full Name (Last, First Middle):					
Date of Birth:	Gender:	Gender:			
Preferred Contact Phone:	Office Phone	Office Phone:			
Federal Agency:	Federal Emp	Federal Employee Number:			
Mailing Address:					
Federal Email:* *FAPTO will not share your personal information, except as no		Personal Email:			
you. Your Federal Agency email is used for Federal Agency Ol					
Emergency Contact Name:					
Emergency Contact Phone: Re			Relationship to Member:		
Please select a single FAPTO membership type and a single service level tier from the options below. Note: USPTO Payroll Deduction (PD) is limited to the first two pay periods per month, i.e. semi-monthly; and members that pay by USPTO PD receive a discounted rate. FAPTO Regular Membership USPTO Employee USPTO Contractor USPTO Contractor Sponsored Member - Sponsor:					
Bronze Tier Silver Tier		Gold Tier			
Unlimited Virtual Services	Unlimited Virtual Services		Unlimited Virtual Services		
No PTO Fitness Center Access	PTO Fitness Center Access		PTO Fitness Center Access		
			HydroMassage + Locker Bundle		
☐ USPTO PD: \$7.50/semi-month	☐ USPTO PD:	\$16.25/semi-month	☐ USPTO PD:	\$23.75/semi-month	
☐ Annual: \$187.75/year	☐ Annual:	\$405.00/year	☐ Annual:	\$595.00/year	
☐ Monthly: \$16.00/month	☐ Monthly:	\$34.50/month	☐ Monthly:	\$50.50/month	
□ Monthly: \$16.00/month \$35 Non-Refundable Initiation Fee are electronically submitting this for	□ Monthly: and first dues m, a staff mem	\$34.50/month payment is required	□ Monthly: today for ALL n p process paym	\$50.50/month ew members. If you	

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Fitness Association of the Patent & Trademark Office [Ignore This Page if Updating Membership]

Website Social Media Patent Training Academy Other:
Patent Training Academy Other:
What are you interested in learning more about? (Check as many as you would like): Personal Training Exercise Class Offerings Nutrition HydroMassage Locker Rental Physical Activity Readiness Questionnaire
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? 2. Do you feel pain in your chest when you do physical activity?
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only do physical activity recommended by a doctor? 2. Do you feel pain in your chest when you do physical activity?
 3. In the past month, have you had chest pain when you were not doing physical activity? 4. Do you lose your balance because of dizziness, or do you ever lose consciousness? 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? 6. Is your doctor currently prescribing you drugs (for example, water pills) for blood Yes No
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be made worse by a change in your physical activity? 6. Is your doctor currently prescribing you drugs (for example, water pills) for blood □ Yes □ No
pressure or heart condition?
7. Do you know of any other reason you should not do physical activity?
If you answered yes to one or more of these questions, <u>see your doctor before engaging in physical activity</u>
and before you have a fitness appraisal.
Please select whether you would like a complimentary consultation with a certified personal trainer:
\square I do NOT wish to have a complimentary consultation with a certified personal trainer.
\Box I would like a complimentary consultation with a certified personal trainer and have indicated one or more time slots below.
Select what time(s) work best for scheduling your free consultation with a personal trainer:
Monday Tuesday Wednesday Thursday Friday
□ 06:15-08:29 □ 06:15-08:29 □ 06:15-08:29 □ 06:15-08:29
□ 08:30-11:59 □ 08:30-11:59 □ 08:30-11:59 □ 08:30-11:59
□ 12:00-13:59 □ 12:00-13:59 □ 12:00-13:59 □ 12:00-13:59 □ 12:00-13:59
□ 14:00-16:29 □ 14:00-16:29 □ 14:00-16:29 □ 14:00-16:29

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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 United States Patent and Trademark Office (USPTO) employee or USPTO contractor, 18 years or older, is eligible for regular membership in the FAPTO. 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 FAPTO Fitness Center staff.

Use of Facilities and Services

FAPTO shall provide facilities (i.e., the 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/or services includes, but is not limited to, maintenance, repair, construction, Department of Commerce (DoC) or USPTO guidance or action, facility building closure, facility damage (e.g., fire, wind, or flood), and/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 facilities and/or 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 guests shall comply with such revised or additional rules, regulations, policies, and procedures.

Memberships

FAPTO 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.

Cancellation of Membership by Member

To cancel FAPTO membership, a member must obtain a cancellation form from FAPTO, must complete and sign the cancellation form, and must return it to FAPTO 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 following cancellation, the member must contact the FAPTO. 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.

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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 Bylaws, and/or is otherwise deemed to be harmful to other members or employees; and/or 3) for violations of any of the 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 20% of the remaining balance. If you have paid for your membership monthly, you will not receive a refund.
- 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 must contact the FAPTO. 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.

Returned Payment

There will be a \$35.00 service fee for any returned payment, including Electronic Fund Transfers (EFT), charge cards, and/or checks.

Notices, Change of Address, or Email Contact

Members must notify FAPTO in writing of any change of address, phone, and/or email contact information. Any notice to members required by FAPTO may be provided by way of a members' email address, our website (www.ptofitness.org), and/or signage within the facilities of the FAPTO. 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 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 guests agree to use the lockers provided solely for temporary storage of clothing, toiletries, and other personal items of nominal value. Members and guests agree not to store any valuable items in the lockers. Lost and found articles are placed in an accessible public area and may be claimed only in-person during regular business hours. Lost and found items will not be confirmed over the phone. FAPTO cannot and will not store personal belongings for members or guests.

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 scan their member ID upon entering the facility. Guests must present a photo ID and pay the associated fees upon entering the facility.

Smoking

Smoking is not allowed in FAPTO Fitness Center.

Health and Safety

For the safety of members and guests, 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.

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.
- $5. \qquad \hbox{Please return your weights and restack your dumbbells after use}.$
- 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 any weights, including the weight-stacks in the machines.
- 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.
- ${\bf 13.} \quad {\bf No\ emotional\ outburst\ or\ excessively\ loud\ grunting\ while\ working\ out.}$
- 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.

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Group Exercise Classes

Please consult our website (www.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, band4. Wipe down all equipment after use. All equipment (steps, weights, bands) must be returned to the proper storage area.
- 5. Arrive on time; if you are late, please enter quickly and quietly.
- 6. No cell phone use during class.

Lockers

- 1. Members and guests 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.

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.

Attire, Personal Clothing, and Hygiene

Always wear proper exercise attire when using the facilities and/or services of the Fitness Association of PTO (FAPTO). Management reserves the right to determine whether a member's or guest's clothing is appropriate and the right to deny access to the facility until the member or guest 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 and guests.

Schedule

The hours of operation, services, and group exercise schedule will be posted by FAPTO and are subject to change. Account Information

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

Cameras & Consent

No camera-equipped devices are to be used by members or guests in any area within the FAPTO Fitness Center, 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 and/or Fitness Center staff may record and live stream within the FAPTO Fitness Center. Members and guests consent to be filmed, photographed, taped, or otherwise recorded by FAPTO and/or Fitness Center staff, and consent to the publication of any such recordings. FAPTO and/or Fitness Center staff will display signage of areas where any authorized FAPTO Fitness Center video or audio capture device is in-use.

Mobile Devices

Talking on mobile devices while in the FAPTO Fitness Center is prohibited. Mobile devices 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 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 and/or on our website (www.ptofitness.org) will be considered additional and/or superseding 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 and guest must sign a Waiver of Liability form provided by FAPTO before any use of the facilities is allowed.

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Waiver of Liability

You hereby acknowledge and agree 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. You expressly agree to 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 you acknowledge that onsite management will not provide direct supervision of exercise. Accordingly, you hereby waive any claim for injury, harm or property damage that may occur as a result of the use of FAPTO's facilities, 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 HealthFitness, a Trustmark company ("HFIT"), and you hereby release and agree to hold harmless FAPTO, HFIT, 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. You further agree that such waiver and release shall be binding upon your executors, administrators, heirs, successors, and assigns.

Liability.	bership Agreement, Rules, and Regulations, including the above Waiver of
Member e-Si	gnature (Full Name) & Date
STAFF O	NLY BELOW THIS LINE [This Page Only]
	Application Completed with signatures and initials on each page
	Payroll deduction sheet pulled and filed (if applicable)
	Payroll deduction sheet pulled and filed (if applicable) Recorded in join/cancel log
	Recorded in join/cancel log
	Recorded in join/cancel log Entered into Wellness Living including Member Type
	Recorded in join/cancel log Entered into Wellness Living including Member Type Initiation Fee (date paid)

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Fitness Association of the Patent & Trademark Office (FAPTO)

USPTO Payroll Deduction Form

New	Dedu	ction
(Act	ivatio	n)

☐ Existing Deduction (Adjustment)

Section 1: Employee Information						
Full Name (Last, First Midd	dle):	USPTO Er	nployee Number:			
USPTO Email Address:		USPTO Of	ffice Phone:			
		l				
Section 2	:: Payment In	formatio	n & Authorization			
FAPT	O Service Selection	n & Monthly De	eduction Amount			
□Bro	nze	⊒ Silver	☐ Gold			
\$15.00	\$32.50)	\$47.50			
(\$7.50, 2x	month) (\$16.2	5, 2x month)	(\$23.75, 2x month)			
Payroll Deduction Auth I authorize the USPTO accordance with my se allotment to be deposit (FAPTO). I understand to cancellation to FAPTO. agree to abide by all ter voluntary deduction is a	JSPTO OHR, as per norization: To deduct monthly rvice selection (included with the Fitness this authorization racknowledge that ms and conditions authorized by 5 U.S. in connection with with my allotment reserved.	y Fitness Cendicated above s Association emains in effect I am respons related to the S.C. § 5525 and any authorize	ater (FC) dues semi-monthly in of the Patent and Trademark Office ect until I provide written notice of sible for any FC fees incurred and e FC. I further understand this d allotment disbursed by the			
	Section 3: F	Payroll Us	e Only			
PTO Fitness Center	Payroll Dedu	uction	OHR Stamp			
Staff Initial Date	Date Proces		·			

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