

ADT # _____ IGO #: _____

Membership Registration & Agreement

Please write clearly: Today's Date ___/___/___ This membership is New Renewal Insurance Program

First Name: _____ MI: _____ Last Name: _____

Birthdate: ___/___/___ Silver Sneakers or Silver Fit # _____ DL# _____

Other Members name & D.O.B.: _____

Address: _____ City: _____ State: _____ Zip: _____

Home# : (____) _____ Cell # (____) _____ E-Mail: _____

In case of Emergency call: _____ @ (____) _____

Membership Information and Dues Agreement

Initial Membership Term is _____ Months: From ___/___/___ through ___/___/___

Payment schedule: PIF Monthly Plan

Initial Payment Made By: Cash Check Disc Visa MC AmEx

Initial Investment: \$ _____

Monthly Installment Amount \$ _____ First Payment: Month/Day _____

For value received, the undersigned member and guarantor (if applicable) agree to pay the above named Health Club or its assigns the total remaining balance of \$ _____, payable in ___ consecutive monthly installments as indicated above until the total agreement price of _____ is paid in full. The Health Club reserves the right to have payments processed on behalf of the Health Club by it appointed billing company for any and all payments not processed by the Health Club. The Member agrees and understands that this membership is non-transferrable, non-refundable and non-cancelable, except as expressed in Section 2 on the back of this agreement. The Member agrees and understands that at the end of the initial term, the membership will continue on a month-to-month basis, at the same monthly rates as indicated above. After completion of the initial term and conversion of the membership to a month-to-month basis, the Member may cancel the membership only in accordance with those terms provided in Section 2 on the back of this Agreement. Failure to utilize the Health Club's facilities, except as provided in Section 2 on the back of this Agreement, is not a cause for cancellation. The Member agrees and understands that this membership is subject to the terms and conditions set forth herein and that additional Health Club policies or rules may apply. No other understanding or agreement exists between the Health Club and the member, and no representations, other than those set forth herein, have been made to induce member to enter this Agreement. **HAVING READ ALL OF THE TERMS IN THEIR ENTIRETY, including all Sections of this front page and Sections 1, 2, and 3 on the back page, including without limitation the Release, Hold Harmless, and Waiver of Rights, and understanding completely all of the consequences therein and intending to be legally bound hereby, I/We HAVE AFFIXED MY/OUR SIGNATURE(S) below. By signing below, both member and any additional signatories (e.g. guardians or guarantors), acknowledge reading and receiving a completed copy of this enter Agreement, both sides, with no blank spaces.**

BY AFFIXING MY SIGNATURE TO THIS MEMBERSHIP & REGISTRATION AGREEMENT ("AGREEMENT"), I UNDERSTAND AND AGREE THAT I AM LEGALLY BOUND BY THIS AGREEMENT'S CONTENTS.

Health Club Representative: _____ Member's Signature: _____ Date: ___/___/___

Parent or Guardian if member is under 18: _____

Electronic Funds Transfer (EFT) and Credit Card Authorization. As a convenience to the undersigned member or guarantor, I/we authorize my Bank or Credit Card Company to make payment to Health Club's billing company, according to the terms of this Agreement. I agree that treatment of such payment shall be the same as if it were signed personally by me. I understand that cancellation of EFT authorization in no way relieves me of my obligation to fulfill all obligations set forth in this Agreement. Payment shall be made via the following method: Attach voided check or deposit slip here.

Checking Savings Account #: _____ ACH Routing #: _____ Name on acct _____

Bank Name: _____ City: _____ State: _____

Visa MC AMEX DISC Account #: _____ EXP DATE _____ CVV _____

Member's Signature: _____ Parent or Guardian if under 18: _____

Section 1: Payment Obligations: I understand that I am obligated for the payments to the health club set forth on the first page of this Agreement, hereinafter referred to throughout this Agreement as "Health Club", or it assigns, which may be purchased and/or collected by Health Club's billing company (hereinafter referred to as "Billing Company") for the Health Club, and that any future involvement I may have regarding the billing of payments owed by me under this Agreement will be directly with Billing Company in writing or by telephone with such address or telephone number provided (FRONT) herein. Any request and/or notices not sent to Billing Company via USPS Certified Mail at the address provide herein will not be considered as received, and this Agreement shall proceed per its terms, until notice is correctly received. My failure to regularly attend and utilize the Health Club's facilities does not relieve me of my obligation to make payments hereunder in full. I understand that, expect as provided in Section 2 below, my membership is non-cancelable. Should I default, I agree to pay all costs of collection, including but not limited to collection agency fees, court costs, and reasonable attorney fees, all of which may be paid or incurred by the Health Club or its assigns. If for any reason, appropriate EFT information is not furnished by me, my membership will be automatically converted to a "Coupon Book" payment plan and a \$10.00 monthly service charge will be added. A \$39.90 service charge or the maximum allowed per state law will be assessed for all rejected check, credit card and EFT transfers. Should default be made in any monthly installment, the entire remaining sum due hereunder shall immediately be due and payable at the option of the Health Club or its assignee and shall bear interest at the lesser of 18% per annum or the maximum amount allowed per state law from the date of default. If any installment is more than (1) one day past due, a late charge of \$10.00 may be assessed on each delinquent installment. The member waives presentment hereof for payment, protest, and notice of non-payment. If protest of payment is initiated a \$35.00 fee will be added to the balance of this agreement for each protested payment. The Health Club or its assigns may extend or postpone payment without notice and without discharging the undersigned. A \$10.00 fee will be assessed for any change in accounts requested by the member for payment of this obligation. I understand and agree that the Billing Company may contact me via e-mail for the purposed of notifying me about matters concerning my health club account. I have provided an email address that is only for PERSONAL USE and will not hold the Health Club or Billing Company responsible for another party viewing my e-mail. *Additional signatories to page 1 of this Agreement hereby irrevocably guarantee all amounts due for the membership interest provided herein.

Section 2: Consumer Disclosures

- 1) Member may cancel this Agreement penalty-free within three (3) days after the date of this Agreement, excluding Sundays or holidays; such cancellation must be in writing, postmarked by the aforementioned time, and mailed via USPS Certified Mail to Health Club or assigned Billing Company.
- 2) This Agreement is cancelable should the member die or become physically unable to avail him/herself of a substantial portion of those services which he/she used from the commencement of the Agreement until the time of disability, as determine by the Billing Company in its sole discretion. For prepaid memberships, a refund, or cancellation, will be issued to the member or the member's estate, upon receipt of a licensed physician's verification of disability. For proof of disability only a "certificate of total and permanent disability" from a licensed physician will be accepted.
- 3) Member may cancel this Agreement if member moves more than 30 miles from the registered (enrolled) address and thereby cannot use the facilities. Member will be release from any remaining balance owed for the membership upon legitimate verification of new address in member's name and payment of an appropriate cancellation fee of \$50.00. Member must provide a change of address verification from post office or a current utility bill in member's name.
- 4) Membership shall be subject to cancellation if the Health Club goes out of business.
- 5) Upon completion of the initial term and conversion to a month-to-month basis as indicated on the front of this Agreement, the Member may cancel the Agreement upon 30-day advanced written notice sent to the Health Club or assigned Billing Company, via USPS Certified Mail at the address on the front of this Agreement.
- 6) Member agrees and understands the Health Club has the right and may from time to time change hours or services.
- 7) Memberships must be current in order to cancel. Except as set forth in Section 2(1) above, all request and/or notices to alter or cancel this Agreement must be sent via USPS Certified Mail to Health Club or assigned Billing Company at the address on the front of this Agreement. Any written notices not sent via USPS Certified Mail to the address provided, will not be accepted as received, and this Agreement shall proceed under the current terms until notice is correctly received.
- 8) Member may freeze membership for a minimum of 1 month maximum of 6 months. Freeze must be approved by club management and submitted to Health Club or assigned Billing Company via Membership freeze form. The prescribed form includes freeze policy and procedures, a freeze request will not be honored unless submitted on the prescribe form provided by the Health Club or Billing Company. Freezes cannot be retroactive and member must be current to freeze membership. If approved, freeze time, will be added to end of membership.

Section 3: Release, Hold Harmless and Waiver of Rights. The Health Club encourages all Members to undergo a physical exam to determine present health or health risks before any physical activity is commenced. I realize the risks of cardiovascular exercise, suggested weight loss programs and/or weight training, and I am fully aware of the possibility of mechanical and/or other malfunctions or cardiovascular equipment, weight machines and/or weight machine apparatus (hereinafter referred to as "Equipment"), due to the negligence of the Health Club or otherwise, as well as the possibility of injury to my person as a result of the use of such Equipment. I, therefore, fully understand and I am mindful of the serious consequences which might result due to my involvement in cardiovascular exercise and/or weight training while on the Health Club premises and based upon that understanding, as set forth in this paragraph, I voluntarily assume any and all risks of loss, damage or injury of any kind whatsoever from my use of any and all Equipment and Health Club Facilities, and further, with full knowledge of the shareholders, agents, and promotional representatives, whether such loss, damage or injury is caused by their negligence or otherwise. In consideration for my allowance to use the Health Club's facilities on a membership basis, I hereby stipulate and agree:

1. That I am physically sound and have been medically approved to proceed with a normal routine or exercise. That all exercises shall be undertaken by me at my sole risk. That I am in good health and have no physical psychological, psychiatric or medicinally induced conditions or limitations that would preclude or be aggravated by exercise or an exercise program.
2. That I am forewarned that the Health Club will not in any event provide medical and/or hospitalization insurance for my benefit in the event of any injury to my person occurring as a result of my being on any portion of the Health Club premises. I hereby release, hold harmless and will indemnify the Health Club and its staff (including Personal Trainers), officers, directors, shareholders, agents and promotional/consulting representatives from and against any and all actions, claims, costs, expenses or demands, in respect of such injury or injuries, including death, howsoever caused, arising out of or in connection with my use of the Health Club facilities, fitness/weight loss programs or my being on any portion of said premises and notwithstanding that the same may have been contributed to or occasioned by their negligent behavior.

I acknowledge and specifically intend that this Release, Hold Harmless, and Waiver of Rights shall be effective not only on the date hereof, but also on any and all occasions subsequent hereto when I shall use the Health Club facilities.