



THE CLUBHOUSE

SANCTUARY

MEMBERSHIP APPLICATION & AGREEMENT

Name (First) (M.) (Last) D.O.B.

Company

Home Address City State Zip

Preferred Contact Phone Email Address

Emergency Contact Relationship Emergency Phone

MEMBERSHIP TYPE: Monthly Other Cost \$ _____

Membership Expiration Date: _____

INVESTMENT:

Enrollment Fee \$ _____

Membership Dues \$ _____

TOTAL PAID \$ _____

AUTHORIZATION AGREEMENT - *Please read carefully.*

I authorize The Fit Club, as managed and operated by Corporate Sports Unlimited, Inc. to charge my credit card, if applicable, each month beginning (mm/yy) _____ in the amount of \$ _____. The authorization is extended by me to The Fit Club or its authorized agents. I understand that this authorization agreement shall remain in force until I give the 30-day written notice of my intent to end my membership. Regardless of what payment method is utilized, I understand and authorize one additional month's payment submitted/drafted within the 30-day cancellation period. _____ **(Member Initials)** I further understand that during the 30-day notice period, I will have access to the facilities and services of The Fit Club, and that I am responsible for the monthly dues during that period. _____ **(Member Initials)**

PAYMENT METHOD: Credit Card Statement

Payment Authorization Signature Date

Upon acceptance of this application by The Fit Club, I hereby agree to accept the membership agreement printed on front and reverse side of this application.

MEMBER SIGNATURE DATE

CONDITIONS

1. CONSUMER'S RIGHT OF CANCELLATION

A. By law, you (the buyer) have seven business days to cancel this contract.

To be effective, your cancellation must be postmarked by midnight of the 7th business day, and must include all contract forms, membership cards, and any and all other documents and evidence of membership previously delivered to you.

Notice of intent to end membership must be delivered in person to fitness center or by certified mail addressed to The Fit Club, 1115 Sanctuary Parkway, Alpharetta, GA 30009. The Fit Club assumes no responsibility for mail not sent by certified mail. Membership card must accompany notice of intent to end membership.

B. Monthly Membership. You (the buyer) may cancel this agreement for any reason with a 30-day written notice. Regardless of what payment method is utilized, I understand and authorize one month's payment submitted/drafted within the 30-day cancellation period. I further understand that during the 30-day notice period, I will have access to the facilities and services.

C. The Fit Club reserves the right to cancel this membership agreement at its discretion.

2. MEMBERSHIP

A. The classification of members, the amount of dues payable by the members, the suspension and expulsion of members, and all other matters affecting or relating to the membership shall be under complete control of The Fit Club, as managed and operated by Corporate Sports Unlimited, Inc. The dues applicable to any type of membership and other charges imposed by The Fit Club may be changed at any time.

B. Membership is open to any person 18 years of age or older.

3. HEALTH SCREENING. The Fit Club reserves the right to decline membership to anyone having medical conditions requiring any professional medical supervision. I understand that The Fit Club recommends I be examined by my physician. I hereby acknowledge that I have been offered a pre-activity screening instrument, PARQ, health history, fitness test or promotional evaluation. Pre-activity screenings may provide information regarding my current fitness level but do not replace being examined by a physician prior to beginning an exercise routine.

4. DUES. The monthly dues shall be initially that amount indicated on the front side of this document, but shall be subject to increase pursuant to item 2. ALL FEES ARE NON-REFUNDABLE.

5. DELINQUENT ACCOUNTS. In the event that I default on my obligation, The Fit Club has the right to collect all monies due in an accelerated manner plus any fees charged by a collection agency, and/or any reasonable attorney fees including court costs.

6. LATE OR RETURNED ITEM CHARGES. A \$5.00 late fee will be assessed to any member failing to make payments by the due date, and \$25.00 for a returned check or credit card draft as a result of insufficient funds, closed account, or similar circumstance.

7. FREEZE POLICY. The Fit Club will freeze a membership for medical reasons when presented with a medical statement from physician. Medical freezes will occur in full calendar month increments not to exceed three months.

8. PARTICIPATION. I understand that the amount and extent to which I participate in exercise and other activities within the premises is my responsibility. My failure to use the facilities does not constitute grounds for a refund or cancellation.

9. ACCESS CARDS. Access cards/key fobs are not transferable to another person.

10. DAMAGE TO FACILITIES. I agree to pay for any damage I may cause to The Fit Club's facilities through my careless or negligent use or misuse thereof.

11. HOURS OF OPERATION. Operation schedules may vary and are subject to change from time to time. This information will be posted in The Fit Club.

12. UNAVAILABILITY OF FACILITY OR SERVICES. I agree to accept the fact that a particular facility or service in the premises may be unavailable at any particular time due to mechanical breakdown, fire, act of God, condemnation, loss of lease, catastrophe or any other reason. Further, I agree not to hold The Fit Club responsible or liable for such occurrences.

13. AMENDING THE RULES. I understand that The Fit Club reserves the right to amend or add to these conditions and to adopt new conditions as it may deem necessary for the proper management of The Fit Club and the business.

14. LEGALLY BINDING AGREEMENT. I understand that this enrollment is legally binding in its terms and conditions, whether my use of the facility and its services is determined and paid for on a monthly, yearly, or individual visit basis. This agreement, together with the waiver and the release of liability signed contemporaneously with this agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and may be changed or added to only by a written amendment signed by both parties.

Accepted by The Fit Club Member:

Member Signature

Date





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Waiver and Release of Liability

The Fit Club, (the “Fitness Center”) offers the opportunity to participate in a wide variety of recreational and fitness activities and programs (“Fitness Activities”). All participants, however, should be aware that attendance at, or use of, the Fitness Center, use of the Fitness Center’s fitness, wellness or advisory services or participation in any Fitness Activities, both in the Fitness Center and including any offsite premise or venue, and without limitation the use of the Fitness Center’s equipment and facilities and participation in Fitness Activities involve substantial risks of bodily injury, property damage, and other risks associated with participating in such activities. Risks include, but are not limited to, broken bones, strains, sprains, bruises, concussion, and heart attack. Each participant attending or using the Fitness Center, using the Fitness Center’s fitness, wellness or advisory services, or participating in Fitness Activities should realize that there are risks, hazards, and dangers inherent in such activities.

I understand that the Fitness Center recommends I be examined by my physician before joining the Fitness Center, especially if I have a history of heart disease, and that I consult with my physician regularly during the time that I am engaging in Fitness Activities. I acknowledge that the employees of the Fitness Center are not licensed medical practitioners and that their advice is therefore limited in scope and is not a substitute for medical supervision and advice.

It is the responsibility of each participant to participate only in those Fitness Activities for which he/she has the prerequisite skills, qualifications, preparation, and training. The Releases (as defined below) do not warrant or guarantee in any respect the competency or mental or physical condition of any instructor or individual participant in any Fitness Activity. The Releases also do not warrant or guarantee in any respect the physical condition of any of the equipment used in connection with any Fitness Activity.

I hereby acknowledge and agree that attendance at, or use of, the Fitness Center, using any of the Fitness Center’s fitness, wellness or advisory services, or participation in Fitness Activities involves an inherent risk of physical injury and/or damage to property. IN CONSIDERATION FOR BEING PERMITTED TO ACCESS THE FITNESS CENTER, USE THE FITNESS CENTER’S FITNESS, WELLNESS OR ADVISORY SERVICES AND PARTICIPATE IN THE FITNESS ACTIVITIES AND FOR THE BENEFITS RECEIVED FROM PARTICIPATION IN THE FITNESS ACTIVITIES, I VOLUNTARILY ASSUME ALL RISKS OF DAMAGES OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME OR BY MY PROPERTY WHILE ATTENDING OR USING THE FITNESS CENTER, USING ANY OF THE FITNESS CENTER’S FITNESS, WELLNESS OR ADVISORY SERVICES OR PARTICIPATING IN A FITNESS ACTIVITY.

RELEASE, COVENANT NOT TO SUE AND WAIVER

For the sole consideration of being allowed to attend and use the Fitness Center, use any of the Fitness Center’s fitness, wellness or advisory services or participate in the Fitness Activities for which, or in connection with which, The Fitness Center and/or Corporate Sports Unlimited, Inc. has made available any equipment, facilities, grounds or personnel for such activities, I hereby agree to release, relieve, covenant not to sue and forever discharge, indemnify, defend and hold harmless, and on behalf of myself and my heirs, representatives, executors, administrators and assigns do hereby release, relieve, covenant not to sue and forever discharge, indemnify, defend and hold harmless, The Fitness Center, Corporate Sports Unlimited, Inc., its owners or managers, their trustees, directors, officers, agents, employees, and volunteers (“Releases”) of any and for all claims, demands, rights, liabilities, losses, expenses, and causes of action of whatever kind or nature, including but not limited to negligence, arising from and by reason of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, damage to property, and the consequences thereof, including death, resulting from participation in, or in any way connected with or arising out of my attendance at or use of the Fitness Center, any of the Fitness Center’s fitness, wellness or advisory services or my participation in any Fitness Activities. Further, I hereby release and discharge the Fitness Center from any and all liability for any loss, or theft of, or damage to personal property, including without limitation automobiles and the contents of lockers.

I HEREBY WARRANT THAT I HAVE READ THIS RELEASE IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS WAIVER RELEASES RELEASEES FROM LIABILITY AND CONTAINS AN ACKNOWLEDGEMENT OF MY VOLUNTARY AND KNOWING ASSUMPTION OF THE RISK OF INJURY OR ILLNESS.

Print Name

Signature

Date

