

Membership Agreement



Primary Member's Contact Information:

Name _____ DOB _____

Address _____ City _____ State _____ Zip Code _____

Cell Phone _____ Email Address _____

Emergency Contact Name _____ Emergency Contact Phone _____

How did you hear about us? _____ Referring Member _____

<input type="checkbox"/> Single	<input type="checkbox"/> Joint	Credit Card # _____	Exp Date _____	Sec Code _____
<input type="checkbox"/> Family	<input type="checkbox"/> Other	Billing Address _____		
<input type="checkbox"/> Monthly	<input type="checkbox"/> Annual	if different from Above _____		

Initial Payment: _____				

Payment Authorization For purposes of this payment authorization, the term "I" refers to the new member whose name appears above as the primary account holder and whose signature appears on the back of this page. "You" refers to my financial institution identified above. I authorize you to pay monthly drafts on my behalf to Club Owner (or its designee) in the amount of \$ _____, plus any purchases made with my consent and applicable tax, beginning _____. These payments will continue until I submit a written notice of cancellation of my membership to the Club as instructed on this Agreement. I agree I am bound by the membership payment terms and unpaid account balance due upon cancellation. I agree that you will be fully protected in honoring these drafts and that your treatment of them and rights in respect to them are the same as if personally signed by me. I understand that I must notify the Club of account changes 5 days before my billing cycle each month, and that I will incur an additional fee of \$30 per month whenever there is a payment default.

ASSUMPTION OF RISK OF INJURY AND WAIVER OF CLAIMS. I acknowledge that the Club is an unsupervised fitness center and there is possible danger connected with any physical activity, including the dangers of physical injury and death. I assume all risks of injury, and waive all rights to pursue money damages or any other relief of any kind, arising out of (1) my entry into or upon the Club or any other Alodia Fitness location or Alodia Fitness sponsored event; or (2) my use of any equipment, machinery, or facilities in the Club or any other Alodia Fitness location. On behalf of myself and my successors and assigns, I agree to indemnify and will hold harmless Club Owner, Alodia Fitness, and all of their owners, employees, agents, successors and assigns from and against any loss or damage that may be sustained by me or any person entering the Club as my guest. _____ (initial)

Parent/Guardian: In exchange for Club allowing my minor child to use the Club, I agree to the Assumption of Risk of Injury and Waiver of Claims clause in this Agreement. I also agree to defend and indemnify Club, Alodia Fitness, or its officers and employees to the fullest extent permitted by law for any claim brought by my minor child against them. I also promise to pay any financial obligation incurred by my minor child for any reason and acknowledge that the banking information on this Agreement is my account. I understand that any child of mine under the age of 16 must be accompanied by an adult at all times while in an Alodia Fitness Club. _____ (initial)

Financial Co-Signer: I promise to pay any financial obligation that the member does not pay for any reason and acknowledge that the banking information in this Agreement is my account. I also agree to defend and indemnify Club, Alodia Fitness or its officers and employees to the fullest extent permitted by law for any claim brought by the member. _____ (initial)

Member's Right to Cancel. IF I DECIDE I DO NOT WISH TO REMAIN A MEMBER OF THIS CLUB, I MAY CANCEL THIS CONTRACT BY MAILING TO THE CLUB BY MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY I SIGNED THIS CONTRACT A NOTICE STATING MY DESIRE TO CANCEL THIS CONTRACT. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE CLUB'S ADDRESS. If I cancel, the Club will return, within 30 days of the date on which I gave notice of cancellation, any payments I have made. All refunds will be by credit or check; there are no cash refunds.

Member Obligations. This Agreement is legally binding obligation for which I am financially responsible. If I have prepaid an annual membership, I will automatically become a month-to-month member after the prepaid or annual period and will be billed the then –current monthly membership rate unless I provide notice of cancellation. An annual membership has an early cancellation fee equal to 3 months of the member’s current monthly rate. Member agrees not to conduct any kind of commercial or business activity in the Club and shall not act as a personal trainer for anyone within the Club.

Cancellation. After the member’s right to cancel period noted earlier, I may cancel my membership by delivering or mailing written notice to the Club at least 30 days in advance of the cancellation date. IF I DIE OR BECOME TOTALLY OR PERMANENTLY DISABLED AFTER THE DATE THIS AGREEMENT TAKES EFFECT, EITHER I OR MY ESTATE MAY CANCEL THIS AGREEMENT AND RECEIVE A PARTIAL REFUND OF THE UNUSED MEMBERSHIP FEE BY MAILING A NOTICE TO THE CLUB STATING THE REASON FOR CANCELING THE AGREEMENT. THE CLUB MAY REQUIRE PROOF OF DISABILITY OR DEATH. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE CLUB ADDRESS.

Club Unavailability. IF THE CLUB GOES OUT OF BUSINESS AND DOES NOT PROVIDE FACILITIES WITHIN 10 MILES OF THE FACILITY IN WHICH YOU ARE ENROLLED, OR IF THE CLUB MOVES MORE THAN 10 MILES FROM THE FACILITY IN WHICH YOU ARE ENROLLED, YOU MAY (A) CANCEL THIS CONTRACT BY MAILING, BY CERTIFIED MAIL, A WRITTEN NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT, ACCOMPANIED BY PROOF OF PAYMENT ON THE CONTRACT TO THE CLUB ADDRESS; OR (B) FILE A CLAIM FOR A REFUND OF YOUR UNUSED MEMBERSHIP FEE AGAINST THE BOND OR OTHER SECURITY POSTED BY THE CLUB WITH THE TEXAS SECRETARY OF STATE TO MAKE A CLAIM AGAINST THE SECURITY SEND A COPY OF YOUR CONTRACT, TOGETHER WITH PROFF OF PAYMENTS MADE ON THIS CONTRACRT TO THE TEXAS SECRETARY OF STATE. THE WRITTEN NOTICE MUST BE AMILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS: **OFFICE OF THE SECRETARY OF STATE, STATUATORY DOCUMENTS SECTION, PO BOX 13550, AUSTIN, TX 78711-3550**

Physical Condition and No Medical Advice. I represent that I am in good physical condition and have no medical reason or impairment that might prevent me from intended use of the Club. As such, I acknowledge that neither the Club nor Alodia Fitness provided me with medical advice before I joined, and cannot give me medical advice after I join. If I have any health or medical concerns now or after I join, I will talk to my doctor before using the Club.

Rules and Regulations. I agree to follow the Alodia Fitness membership policies and rules. Alodia Fitness or the Club may, in its sole discretion, modify its rules or policies without notice at any time. Club rules may vary by location. All signs posted in a Club or communicated verbally are part of the rules of the Club. The Club and Alodia Fitness reserve the right to refund the pro-rated cost of unexpected services and terminate this membership immediately for any reason or no reason whatsoever.

Guests. I will not allow anyone besides me to use my membership access card, and I understand that I will be charged a \$20 per visit fee for any unauthorized guest I allow into the Club and that my access may be deactivated or my membership terminated and a fee will be charged to reactivate my access. I will also be responsible for any losses, damages, or liability the Club suffers because of an unauthorized guest I allow into the Club.

Cell Phone Text Messages. I agree to receive text messages from the Club updating me on my membership benefits. I understand that I have the option to opt-out from receiving these updates by replying STOP to any message.

Personal Email Address. I understand that I must provide a valid email address to activate my account. I also will receive occasional emails from Alodia Fitness updating me on my membership benefits. I may opt out from receiving these updates by replying and requesting to be unsubscribed. I agree that Alodia Fitness may use my email address and other personal information in accordance with Privacy Policy guidelines.

Liability for Property. The Club is not liable to me or my guest for any personal property that is damaged, lost, or stolen while on or around Club premises including, but not limited to, a vehicle or its contents or any property left in a locker. If I or my guest cause any damage to the Club, I am liable to the Club for its cost of repair or replacement.

Facilities and Services. Club reserves the right at any time to delete, discontinue, repair or replace the facility equipment without any effect on this Agreement. The club may be closed for up to two weeks each year for maintenance purposes.

Video Notice. I may not take photos or videos anywhere in the Club. I understand that the Club may use unmonitored video surveillance and access usage is logged, which both may be retained by the Club for future use.

Limitation of Liability. I agree that, unless controlling legal authority requires otherwise, any award by an arbitrator or a court is limited to actual compensatory damages. I agree that specifically, neither an arbitrator nor a court can award either party any indirect, special, incidental or consequential damages; even if one party told the other party that they might suffer these.

Miscellaneous. This is the whole agreement between the parties and supersedes any prior understandings or agreements of the parties whether written or oral, express or implied. This Agreement may not be amended or modified except in a writing signed by both parties.

All members must sign below and initial the Assumption of Risk of Injury and Waiver of Claims. A parent or guardian must sign and initial for any minor. Notice to Buyer: Do not sign this Agreement until you read it or if it contains blank spaces. By signing below, I affirm, understand and agree to the terms in their entirety.

Date Member Signature Date Member Signature

Date Alodia Fitness Employee Signature