



# RENEGADE WRESTLING CLUB



## Membership Agreement

Parent Last Name: \_\_\_\_\_ Parent First Name: \_\_\_\_\_  
 Wrestler Last Name: \_\_\_\_\_ Wrestler First Name: \_\_\_\_\_  
 Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

I acknowledge that I have received and will comply with the rules and regulations of RWC. I understand that, subject to the cancellation rights described below, my membership is for at least 4 months, after which my membership will continue until I cancel it by (1) GIVING RWC AT LEAST 10 DAYS WRITTEN NOTICE TO THE HEAD COACH OR ADMINISTRATION (2) GIVING FULL PAYMENT OF ANY UNPAID DUES OR INDEBTEDNESS.

Signature: \_\_\_\_\_

CONSUMER'S RIGHT TO CANCELLATION: YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS FROM THIS DATE to: Renegade Wrestling Club, 2205 HWY-172 Sneads Ferry, North Carolina, NC 28460 by certified or registered mail.

ADDITIONAL RIGHTS TO CANCELLATION: You may also cancel this contract by providing reasonable proof of any of the following reasons:

- If upon a doctor's written order, you cannot physically participate in services offered by the facility because of significant physical disability for a period of six (6) months.
- If you die, your estate shall be relieved of any further obligations for payment under this contract not then due and owing.
- If you move your residence more than twenty-five (25) miles from any health club operated by RWC.
- If the services cease to be offered as stated in this contract.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Monthly Billing of Dues

Processing Fee: \$25  
 Period covered: \_\_\_\_\_ to \_\_\_\_\_  
 Monthly Charge: \$75.00 / \$30.00

RWC may adjust monthly dues once each calendar year during the term hereof, by giving members at least thirty(30) days prior notice, posted in the clubs and/or sent by mail.

# RENEGADE WRESTLING CLUB

## 1.0 FEES AND PAYMENTS.

\_\_\_\_\_ **1.1 Monthly Tuition Information and Payment Agreement.** I agree to have my account processed with auto billing, please charge my payment information on file on the 2nd day of each month for any balance due and e-mail me my receipt. **Auto billing applies to the RWC program tuition.** Fees for other products and/or services shall be paid for at the time of purchase and/or registration. I understand if my child is enrolled in the RWC program I will incur monthly tuition charges on my account until I submit a **RWC Membership Freeze/Stop Form.** if for any reason my payment is not processed completely/declined, due to card error or other processing issues, I acknowledge I will incur a **15.00 administrative late fee** if the balance is not paid on or before the 5th day of the month. RWC shall have the write to charge late fees, interest, collection and legal fees to accounts that are deemed more than 30 days past due (see auto billing form). **I understand that if I plan on cancelling my child's attendance I must submit a RWC Membership Freeze Form on or before the end of the billing month.**

\_\_\_\_\_ **1.2 Returned Payment Penalty.** You will automatically be charged any bank fee imposed on RWC plus a processing fee of up to \$15, for any returned payment item due to closed accounts, insufficient funds, etc.

\_\_\_\_\_ **1.3 Membership Freeze.** Members may put their membership on hold (a/k/a, "freeze") for any reason for **one month.** (Extensions maybe be approved on an individual basis) You **must submit a Membership Freeze/Stop Form on or before the end of the billing month to avoid additional monthly charges.** During your freeze period, **members will be charged a monthly fee of \$25 they are gone to have their spot held.** During this freeze period, you may still use the Club and any of its programs or services for a \$10 mat fee (per practice, per tournament, and so on.) You may also attend tournaments with the club for the cost of tournament fees. Following the expiration of your freeze period, you will automatically be billed your regular monthly dues. Your commitment period will be extended by the amount of time your membership is on hold. Failure to return after a membership freeze period is over will result in loss of membership and a new registration fee/ processing fee will be charged, as well a new commitment period if you choose to return.

\_\_\_\_\_ **1.4 Membership Stop.** I understand if my child is enrolled in the RWC program there is a reoccurring monthly tuition on my account until I submit a RWC Membership stop form. This document may be obtained from RWC Administration. **If I am cancelling attendance it must be on or before the last day of the month. If I stop membership to RWC after the month begins I will not receive credits and/or refunds for the remaining classes in the current month.** I understand that RWC does not give credit/refunds for, but not limited to, programs, classes, clinics, camps, private lessons, bring-a-friend, open gym, missed and/or cancelled to due holidays, vacations, illness, weather or any other reasons. **RWC does not give refunds.**

\_\_\_\_\_ **1.5 RWC does not give credit and/or refunds for missed and/or cancelled practices due to holidays, vacation, illness, weather or any other reason. RWC does not issue refunds.**

# RENEGADE WRESTLING CLUB

## 2.0 MEMBERSHIP

\_\_\_\_\_ **2.1 Revocation of Membership.** At our discretion, your membership may be revoked at any time and for any reason, including if, in the reasonable judgment of a Club, you have acted in a manner contrary to the best interests or safety of a Club or other members, or if your account has a balance past due. Each Club also reserves the right to require a member to leave for the day if, in the Club's reasonable judgment, such member poses a health or safety risk or is disturbing, or appears likely to disturb, other members or Club personnel.

\_\_\_\_\_ **2.2 Use Privileges.** You must abide by the individual rules of your membership and the RWC by-laws. Additional fees may apply if you chose to use clubs or services outside of your membership privileges.

\_\_\_\_\_ **2.3 Closings.** From time to time, a part of a Club or the entire facility will be temporarily unavailable while repairs, renovations or special events take place or until governmental permits or licenses are received. We will make every effort to minimize any disruption to members during these periods. Some or all the Club's services may be closed for holidays. Club hours of operation are communicated through the Remind 101 app. and may be modified from time to time.

## 3.0 MEMBER RISK

\_\_\_\_\_ **3.1 Medical Recommendations.** You should consult with your physician or have a physical examination before using any fitness equipment or program, especially if you are elderly, pregnant, unaccustomed to physical exertion, have physical limitations or a history of high blood pressure, heart problems or other chronic illness.

\_\_\_\_\_ **3.2 Member Conduct.** Members shall not use any Club's facilities, services or equipment in such a way as to endanger the health or safety of themselves or others. Members shall be responsible for any property damage or personal injury caused by them, their family, or their guests. Members agree not to violate any laws.

\_\_\_\_\_ **3.3 Orientation.** Members and members' guests should seek instruction from Club personnel in the use of all equipment, including free-weights, and cardio-aerobic equipment, before using any Club's facilities, services or equipment. If you fail to ask for instructions as to how to use the equipment, then you assume the risk of injury associated with the misuse of such equipment.

\_\_\_\_\_ **3.4 Medical Disclaimer.** Each member has been informed and acknowledges that the RWC have made no claims as to medical results that can or may be obtained through use of the Club's facility, equipment or services. The Clubs do not have the training, authority or expertise to provide medical treatment or related advice to members.

# RENEGADE WRESTLING CLUB

\_\_\_\_\_ **3.5 Activity Risk.** Any strenuous athletic or physical activity involves certain risks. By signing this agreement, you represent that you understand and you acknowledge that there are risks associated with the sport of wrestling. We cannot guarantee that any activity is free of risk. You agree to use care in the use of the RWC's facility, equipment and services and to protect against accidents by other members.

\_\_\_\_\_ **3.6 Prevailing Party.** In the event that you commence an action against a Club or any of its affiliates and fail to obtain judgment or receive partial judgment, you shall be liable to the Club for all costs and expenses the Club or its affiliates incur in the defense of the action or any claims on which you did not prevail, including attorney's fees. You agree to pay all costs plus reasonable attorney's and collection fees in connection with TSI's collection of any amounts owed by you.

\_\_\_\_\_ **3.7 Loss of Property.** RWC shall not be liable for the disappearance, loss or theft of, or damage to personal property, including money, negotiable securities, or jewelry. In no event shall any Club's liability for disappearance, loss, theft, or damage thereof exceed the lesser of the actual value or \$100.

## 4.0 MISCELLANEOUS

\_\_\_\_\_ **4.1 Non-Discrimination.** The Clubs will not discriminate against any person because of sex, race, creed, age, color, sexual orientation, national origin or ancestry in considering applications for, or taken other actions in connection with, membership in the clubs.

\_\_\_\_\_ **4.2 Use of Photographic Likeness.** By signing this Agreement, the member grants RWC the right to use their photographic likeness for promotional purposes, including, without limitation, for online usage and marketing materials.

\_\_\_\_\_ **4.3 Waiver.** Refer to RWC release and waiver of liability, assumption of risk, and indemnity agreement with parental consent ("Agreement")

\_\_\_\_\_ **4.4 Enforcement.** If any provision of your contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provisions of the contract, which shall remain in full force and effect, and the provisions so held invalid or unenforceable shall be deemed modified so as to give such provisions the maximum effect permitted by applicable law.

\_\_\_\_\_ **4.5 Governing Law; Jurisdiction.** These terms and conditions shall be governed in all respects by the substantive laws of the state in which the cause of action arises, without regard for conflict of law principles of such state. With respect to personal jurisdiction, you hereby irrevocably submit to personal jurisdiction in any action brought in any court, federal or state having subject matter jurisdiction arising under this contract within the location set forth below, and you hereby waive, to the fullest extent permitted by law, the defenses of lack of personal jurisdiction, inconvenient forum, and improper venue to the maintenance of any action. You hereby waive your right to a trial by jury. I acknowledge all risks that pertain to the sport of wrestling and do not hold RWC staff or volunteers accountable.

# RENEGADE WRESTLING CLUB

DO YOU NOW HAVE OR HAVE YOU EVER BEEN DIAGNOSED TO HAVE: CONCUSSION, HEAD INJURY, JOINT INJURY/SURGERY, HEART DISEASE, HEART ATTACK, CARDIAC SURGERY, STROKE, PACEMAKER, ANEURYSM, OR ANGINA PECTORIS? (Circle any that apply)

YES (initial) \_\_\_\_\_ NO (initial) \_\_\_\_\_ (If yes, your membership may be on hold until you obtain medical clearance.)

If yes to above, please explain:

---

---

---

I have read and agree to the Terms and Conditions section of this Agreement.

\_\_\_\_\_

Date: \_\_\_\_\_

Signature of Guardian / Member (if 18 years or older)

---

Name of Guardian / Member (print)