

SERVICES AGREEMENT

DATE _____ MEMBER ID # _____ EXPIRATION _____

Member Name:	
Sex:	
Address:	
Date of Birth:	
Phone:	
E-Mail Address:	
Membership Type:	
Membership Fee (monthly):	\$ _____

- This Services Agreement (hereinafter referred to as the "Agreement") is made and shall be effective as on the date provided above (hereinafter referred to as the "Effective Date"), entered by and between Elite Athletics, LLC, located at 9551 E Lorna Ln Suite K, Prescott Valley, AZ 86314, and the individual identified above (hereinafter referred to as the "Member"). The Gym and the Member are collectively referred to as the "Parties" and individually as "Party".
- The Gym offers personal training and semi-private personal fitness classes, and the Member wishes and agrees to participate in these classes in person or virtually and to enjoy other amenities offered including but not limited to lockers, changing rooms, and showers, unless noted otherwise.
- The Member agrees to pay either monthly or annual Membership Fees, indicated by selecting an option in the table above. These dues may be paid by automatic debit or credit card transaction or in person via debit, credit, or cash.
- The Membership will be billed the Membership Fee provided above, on a monthly basis, to the account below on or before the 1st day of each month beginning on the Effective Date plus applicable taxes until you cancel in accordance with this Agreement.
- The Membership Fee is guaranteed so long as the Member remains in good standing including payment of all monthly or annual Membership Fees.
- Elite MT Athletics, LLC reserves the rights to demand additional fees for services outside the scope of the selected Membership Type, as well as cancellation fees according to the Cancellation Policy, as indicated on the back of this Agreement.
- This Agreement may be cancelled by providing written notice within fourteen (14) days after signing this Agreement, at Elite MT Athletics, LLC. If the Services Agreement is cancelled prior to contract expiration date, the Member agrees to pay a cancellation fee.
- **Cancellation and Billing Policies: I have read and understand the cancellation rights and billing policies of this Agreement.**

(member initials)

A U T H O R I Z A T I O N	PRIMARY PAYMENT ACCOUNT NAME ON ACCOUNT: _____ BANK ACCOUNT #: _____ ROUTING #: _____	ALTERNATIVE PAYMENT ACCOUNT NAME ON ACCOUNT: _____ CREDIT CARD #: _____ EXPIRATION DATE: _____
	By initialing below and signing this Agreement, I authorize Elite MT Fitness, LLC ("Elite MT") its assigns, affiliates and other parties authorized by Elite MT to initiate transfers from the Primary Payment Account designated above for the purpose of billing all or a portion of the recurring Membership Fee I owe to Elite MT on the date indicated above until all of my obligations are paid under this agreement. I also understand that the Alternative Payment Account designated above may be used by Elite MT to bill for any retail transactions and/or online purchases initiated by me. If at any time Elite is unable to successfully bill the Primary Payment Account for any fee or other obligation, I further understand that Elite MT may re-submit the fee to the Primary Payment Account and/or bill the Alternative Payment Account for any fee or obligation (including service charges), or any portion thereof. I agree that transfers of partial payments of an overdue balance are authorized. This authorization will remain in full force and effect until all of my obligations are paid in full under this Agreement. I understand that the amounts debited from my account may vary each month based on additional amounts owed to us in accordance with the Terms of this Agreement. I confirm that I am authorized under the terms of the applicable agreement with my financial institution to use the accounts designated above for the purchase of goods and services from Elite MT and agree to comply with my financial institution's requirements at all times while this authorization is in effect.	
	_____ (member initials)	

RELEASE OF LIABILITY INDEMNIFICATION ASSUMPTION OF RISK RULES

I understand and expressly agree that my use of this Elite MT facility involves the risk of injury to me or my guest whether caused by me or not. I understand that these risks are inherent in physical activity and my use of the facilities and can range from minor injuries to major injuries, including death. I understand that Elite MT is not a medical professional and does not diagnose medical conditions and I acknowledge that any nutritional advice I received is based on the information I provided and is not approved by the Food and Drug Administration. In consideration of my participation in the activities and use of the facilities, exercise equipment and services offered by Elite MT and such use by my guests, if applicable, I understand and voluntarily accept full responsibility on my behalf and on my guest's behalf for the risk of injury or loss arising out of or related to my use or my guest's use of the facilities including, without limitation, exercise equipment, and participation in exercise programs or use of other services, equipment and/or programs offered to members. I further agree that Elite MT, their respective affiliated companies, parents, subsidiaries and the officers, directors, shareholders, employees, managers, members, agents and independent contractors of such entities will not be liable for any injury including, without limitation, personal, bodily, or mental injury, disability, death, economic loss or any damage to me, my spouse or domestic partner, guests, unborn child, heirs, or relatives resulting from the negligent conduct or omission of Elite MT, or anyone acting on their behalf, whether related to exercise or not. Accordingly, to the fullest extent permitted by law, I do hereby forever release, waive and discharge Elite MT from any and all claims, demands, injuries, damages, actions or causes of action related to my use or my guest's use of the facility (collectively, "Claims") against Elite MT, or anyone acting on their behalf, and hereby agree to defend, indemnify and hold harmless Elite MT from and against any such Claims, including Claims made by my guests. I further understand and acknowledge that Elite MT manufactures fitness or other equipment or products available in its facilities and therefore Elite MT will not be held liable for defective equipment or products. I understand I am not obligated to sign this Agreement and should not do so if there are any unfilled blanks. I understand my right of cancellation and the billing and refund policies. I understand my release of liability, assumption of risk and agreement to indemnify, defend and hold harmless and I have been given the opportunity to review and ask questions related to my use of the facilities, exercise equipment, and other equipment, as well as my participation in exercise programs or other services and/or programs offered to members. I agree to comply with Elite MT's membership policies and rules that may be communicated to me from time to time, whether in writing, electronically, through the terms indicated on the official Elite MT website or verbally. Elite MT may, in its sole discretion, modify any policy or rule at any time and from time to time without advance notice. Elite MT reserves the right, in its sole discretion, to refund the pro-rated cost of unused services and terminate my membership immediately for violation of any membership policy or rule. By my signature below and by providing the aforementioned details, I am hereby showing my desire to become a Member of Elite MT, pursuant to the terms of this Agreement, as well as the terms as indicated on Elite MT's official website.

Member's Signature _____ Date _____ Elite MT Authorized Signature _____ Date _____

NOTICE: DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ ALL OF IT AND IT IS COMPLETELY FILLED OUT.

PLEASE CAREFULLY READ THIS AGREEMENT BEFORE SIGNING.

1. **Parties.** Elite MT Athletics, LLC (hereinafter referred to as “*Elite MT*”) and you agree that by signing this Agreement, you are purchasing a membership or services and agree to all the terms contained in this Agreement. The terms “you” and Elite MT Athletics, LLC” include heirs, estates, agents, representatives, officers, directors, shareholders, managers, members, successors, affiliates, parents, subsidiaries, and employees. Both parties make this Agreement on behalf of, and it binds all these included persons and entities. It is your responsibility to notify Elite MT of any change in address, billing or contact particulars.

Members who provide insufficient notice cannot be guaranteed a timely stop on billing.
2. **Representations.**
 - A) **Physical Condition and No Medical Advice:** You represent that you (a) have no medical or physical condition that would prevent you from properly using any of Elite MT’s Classes and Facilities, (b) do not have a physical or mental condition that would put you in any physical or medical danger, and (c) have not been instructed by a physician to not participate in physical exercise. You also acknowledge that Elite MT did not give you medical advice before you joined and cannot give you medical advice after you join.
 - B) **Liability for Property:** You understand and agree that the company is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.
3. **Membership.**
 - A) **General:** Your membership permits you to use Elite MT’s premises, facilities, equipment and services and your dues are in exchange for such access whether you use the facilities or not. Your membership is subject to all current company policies, rules, terms and conditions. You have no right to assign your membership or this Agreement.
 - B) **Personal Training Memberships:** Personal Training Memberships allow individuals to attend one-on-one workouts with their selected trainer. Workouts are by appointment only, and include warm-up, individual programming and workout, and cool-down. Each session is approximately 55 minutes.
 - C) **Hybrid Training Membership:** The Hybrid Training Membership includes one-on-one personal training weekly sessions with your selected trainer, in addition to Open Training supervised semi-private personal workouts by appointment in our Open Training hours.
 - D) **Open Training Membership:** Open Training Membership consists of trainer supervised personal workouts programmed in our comprehensive custom Elite MT Athletics App. Open Training is by appointment only during Open Training hours. You understand that, should you opt for this service, you must book your session twenty-four (24) hours prior to the class and cancel the session at least six (6) hours prior to your appointment. In case of cancellations, Elite MT reserves the right to charge the full amount of the aforementioned service.
 - E) **Membership Freeze:** Your membership can be frozen for verified medical reasons only at time of illness, injury or medical condition. Your freeze will be limited to the time indicated as necessary by your physician, up to a maximum of three (3) months. Notice of intent to freeze one’s account must be submitted to Elite MT via email at coacht@elitemtathletics.com no less than seven (7) business days prior to the freeze date.
- F) **Privacy:** Elite MT collects, uses and discloses certain personal information of members in accordance with their Privacy Policies, which are available at www.elitemtathletics.com.

Please review the Privacy Policy before signing this agreement as it contains important information relating to your personal information.
4. **Facilities and Services.** Elite MT reserves the right at any time to remove, discontinue, repair or replace the equipment available to members without any effect on this agreement. Elite MT also reserves the right to make changes to the type or quantity of equipment, programs or services offered to members and to alter the hours of operation in its sole discretion. Elite MT regularly closes its facilities on selected holidays and such temporary closures will have no effect on this agreement so long as such temporary closures are reasonable.
5. **Rules and Regulations.** You agree to follow Elite MT’s membership policies. Elite MT may, in its sole discretion, modify the policies without notice at any time. Elite MT reserves the right, in its sole discretion, to terminate your membership at any time, effective immediately, for violation of any membership policy.
6. **Charges and Taxes.** Elite MT has the right to add to your prepaid dues or to your monthly dues any applicable tax imposed by the government as well as any utility charges or surcharges related to the facility.
7. **Cancellation Rights.** To cancel your membership without penalty, you must inform Elite MT in writing within seven (7) days after signing this Agreement. If the Agreement is canceled within seven (7) days, Elite MT shall return to you all amounts paid minus any service charges rendered.
8. **Termination.** You may terminate this Agreement upon fourteen (14) days prior to the next ACH draft written notice to Elite MT. This Agreement may also be terminated in the event there is a breach of the terms of this Agreement. This Agreement shall also terminate upon death because of a significant physical or medical disability. All packages, services or memberships are non-refundable and non-transferable.
9. **Miscellaneous**
 - A) **Notices:** Any and all notices, apart from cancellation notice, can be made to the Parties through a certified mailing address as mentioned in the Agreement. Any additional address shall be notified to the Parties in writing and in person.
 - B) **Governing Law:** This Agreement herein shall be governed and interpreted in accordance with the laws of Arizona.
 - C) **Entire Agreement:** This Agreement and other annexures, therefore, constitute the entire Agreement between the Parties with respect to the matter of subject hereof and thus, supersedes all prior agreements, purchases, understandings, and negotiations, written or phonated, between the Parties.