



# Membership Agreement

2413 Commerce Street, #17, Marble Falls, TX 78654  
860-613-7878 [www.sheer-fun.com](http://www.sheer-fun.com) info@sheer-fun.com

Primary Member ID# - 18 years or older \_\_\_\_\_ First name \_\_\_\_\_ Last name \_\_\_\_\_ Middle initial \_\_\_\_\_

Street address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Primary phone ( ) \_\_\_\_\_ Secondary phone ( ) \_\_\_\_\_ Age \_\_\_\_\_

Email address \_\_\_\_\_

Emergency contact – name \_\_\_\_\_ Emergency contact – phone ( ) \_\_\_\_\_

Additional Member Member ID# \_\_\_\_\_

First name \_\_\_\_\_ Last name \_\_\_\_\_

Email \_\_\_\_\_ Age \_\_\_\_\_

Additional Member Member ID# \_\_\_\_\_

First name \_\_\_\_\_ Last name \_\_\_\_\_

Email \_\_\_\_\_ Age \_\_\_\_\_

Additional Member Member ID# \_\_\_\_\_

First name \_\_\_\_\_ Last name \_\_\_\_\_

Email \_\_\_\_\_ Age \_\_\_\_\_

Additional Member Member ID# \_\_\_\_\_

First name \_\_\_\_\_ Last name \_\_\_\_\_

Email \_\_\_\_\_ Age \_\_\_\_\_

- Membership Plan:**
- Monthly (12 month), per member
  - Off Peak (12 month) per member
  - 10 Visit Punch Card
  - 1 year in advance, 1 month free
  - 1 year in advance, 1 month free

**Other Fees:**

Late Fee (5 or more days past due) \$10  
Declined/insufficient funds charge \$25

Credit Card: Visa/MC/American Express/Discover

Name on card : \_\_\_\_\_

Card #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVV: \_\_\_\_\_

**Payment Authorization**

You, the person whose name appears on the credit card or the person who is the account holder, as indicated above (the "Payer"), by your signature immediately following this paragraph authorize Sheer Fun to process any and all amounts payable by the above named member(s) from time to time under this agreement and any renewal thereof. Payer confirms they are at least 18 years of age. Payer agrees to notify Sheer Fun of any change(s) to the Account by the 25<sup>th</sup> day of the month in order for such change(s) to be effective in the next month following such date. This payment authorization shall survive and not merge with the expiration or termination of this agreement.

My membership fee is \$ \_\_\_\_\_ per \_\_\_\_\_ for the period from \_\_\_\_\_ to \_\_\_\_\_.

Fee Schedule Dated \_\_\_\_\_ Date \_\_\_\_\_ Authorized Signature \_\_\_\_\_

This **Agreement** is between Sheer Fun and \_\_\_\_\_  
hereafter referred to as “member”. This agreement is entered on \_\_\_\_\_

1. **Membership -**

- a) Your first month at Sheer Fun is prorated, contingent upon when this Agreement is initiated relative to the first of each month. Monthly Dues are only prorated once, upon initial enrollment with Sheer Fun.
- b) All memberships are collected via debit card or credit card. By providing your debit card or credit card information you allow Sheer Fun to automatically withdraw dues and fees as they come due each 1<sup>st</sup> of the month.
- c) **Right to Modify Dues:** Sheer Fun may increase your Dues at renewal.

2. **Three-Day Right of Rescission -** New members have three days after signing this Agreement to cancel their membership without penalty. If the Agreement is cancelled within three days, Sheer Fun will return to the member within thirty days all amounts paid less \$25 for usage of facility during those three days. To cancel, new members must inform Sheer Fun in writing of their intent to cancel. Written intent to cancel can be delivered to Sheer Fun in person or e-mailed to [info@sheer-fun.com](mailto:info@sheer-fun.com).

3. **Availability of Facility -**

- a) **Membership - By Appointment or Class:** Members may use the facilities only during scheduled classes, scheduled events or by appointment. Operating hours and current class schedules are listed on our website at [www.sheer-fun.com](http://www.sheer-fun.com). Sheer Fun reserves the right to change operating hours and/or class schedules at its sole discretion without any effect to this Agreement.
- b) **Off Peak –** Off Peak Members are prohibited from admitting anyone else to the facility. Your access may not be shared, transferred to, assigned to, loaned to or otherwise used by, any other person. If you break this term, you may be held responsible for any expenses or damages as a result of the access. Your membership may be suspended or cancelled.
- c) **Limited Availability:** Sheer Fun may close its Facility for seminars, certifications, maintenance, selected holidays and other hours based on municipal requirements. Sheer Fun may delete, change, discontinue, repair, or replace any part or all of the Facility without any effect on this Agreement. If no part of the Facility is unavailable for more than three (3) consecutive days (not including Sundays) for any reason but less than fifteen consecutive days (not including Sundays), except acts of nature, Sheer Fun will extend your membership, without Dues, for the same period the Facility was unavailable. Should the facility become unavailable for more than fifteen consecutive days (not including Sundays) for any reason including acts of nature, then you may elect to cancel this membership effective the following 1<sup>st</sup> of the month. Sheer Fun will not be responsible for refunding any membership fees paid, including advance payments up to 12 months. Any memberships that are paid for more than 12 months in advance will have the portion corresponding to a term beyond 12 months refunded.
- d) **Limited Use:** If you know or should know you have a problem that might prevent you from using Sheer Fun (i.e., medical or family emergency, business travel, vacation,

etc...) and you sign this Agreement; you agree your membership is limited accordingly. However, because this is your choice, you still must pay your monthly dues as if you could use the Facility; there will be no carry-over of monthly dues into subsequent months for any time unspent using the Facility in a previous month. See our Freeze Policy for Term Memberships and our Cancellation Policy for other options.

4. **Freeze Policy for Term Memberships-** Members may put their term membership on hold, in one calendar month increments, for up to three (3) calendar months per year for a **fee of \$15** per freeze request. Notice of freeze must be given via e-mail [info@sheer-fun.com](mailto:info@sheer-fun.com) at least 3 working days prior to the first day of the month to be frozen. Members will not be billed for membership during frozen months. Billing will resume automatically upon the end of the freeze. The current membership agreement will be extended by the number of months frozen.
5. **Late Payment / Declined Credit Card Fees -** A \$15 late payment will be due and payable for payments received past the 5<sup>th</sup> of the month. A returned check or declined credit card/debit card will result in a **fee of \$25**. Membership fees must be paid on or before the first day of the month. Noncurrent Members will not be allowed to use the facilities after the 5<sup>th</sup> of the month.
6. **Cancellation of Membership by Member -** A member may cancel their membership at any time with at least a 30-day notice, partial months are not permitted. If a member cancels on or after the 2<sup>nd</sup> of any month, a payment will still be due the following month on the 1<sup>st</sup>. There are no refunds for membership fees, and Sheer Fun will not prorate a cancelled membership, except for members that paid 6 or more months in advance. Those paying 6 or more months in advance will be refunded ½ (half) the amount remaining in full month amounts rounded down to the nearest month.
7. **Lost Articles -** Sheer Fun assumes no responsibility for lost or stolen articles. Lost and found articles not claimed after 30 days will be donated to charity or thrown away.
8. **Smoking, Alcohol, Food and Drink. -** No smoking or alcohol is allowed in any part of the facility. Food or drink may be taken into the facilities if it is in a non-breakable, enclosed container. Food or drink cannot be consumed in climbing areas.
9. **Supervision of Children –**  
Members must be 14 years of age or older. Those under 14 can also be members but must always be supervised by a parent / legal guardian or enrolled in a Kids Program. The parent / legal guardian must maintain direct supervision over the children during the entirety of their visit and cannot supervise more than 3 children at a time.

10. **Conduct** - Sheer Fun is committed to the health, safety and welfare of its members and staff. We will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior or language. Sheer Fun has the right to judge behavior and respond accordingly, including but not limited to, termination of membership without refund.
11. **Damages** - Members shall pay for any damages to Sheer Fun property which results from the willful or negligent conduct of the member, member's guest or children.
12. **Rules** - Members not observing Sheer Fun rules or who abuse equipment in any fashion, will be asked to leave. Management reserves the right to terminate membership of anyone who refuses to observe any of Sheer Fun's rules. Not all rules are listed in this agreement. Sheer Fun reserves the right to add, change or remove rules, conditions of membership, opening and closing hours, and all services and facilities offered by Sheer Fun.
13. **Miscellaneous** –
  - a) All persons utilizing the Sheer Fun facilities must have a current, signed Sheer Fun Waiver of Liability on file.
  - b) This Agreement contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this may be waived, altered, amended or repealed, in whole or in part, only upon prior written consent of all parties
  - c) *Member* has read, and fully agrees to the term of this Agreement and understands and agrees that by signing this Agreement (**which contains a waiver, release and assumption of risks**) *Member* has given up considerable future legal rights. Member has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him/her. *Member* certifies and warrants they are 18 years of age or older and mentally competent to enter into this Agreement.
  - d) If any portion of this agreement is deemed illegal, void or unenforceable, then the remaining agreement shall remain in effect.

**WITNESS our signatures as of the day and date first stated above.**

Member (or Parent/Guardian if member is a minor):

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On behalf of Sheer Fun: \_\_\_\_\_