



PAID IN FULL

MEMBERSHIP AGREEMENT - CONDITIONS OF AGREEMENT

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission. Equal Credit Opportunity.

Form with fields for Name, Date, Home Phone, Cell, Email, Address, Date of Birth, City/State/Zip, T-Shirt Size, Client Emergency Contact, Relationship, Phone, Parent/Guardian Name, Home Phone, Cell, Address, City/State/Zip

Membership Type - Paid In Full

SPORTS [] FITNESS [X] NEW [X] CONVERSION [] RENEWAL []

1. Today's Date: ... Enrollment Fee \$ 0.00
2. Membership Type: [] Unlimited Membership \$... in full: Includes Unlimited Sessions/Week/Month
[] 2x/wk Membership \$ 99.00 in full: Includes 2 Sessions/Week/Month
3. Membership Start Date: 12 / 02 / 2019 Expiration Date : 2 / 29 / 2020
4. Amount due now \$ 99.00
5. Pro Card [] yes [] no Price \$ 0.00 Initials
6. Nutrition Plan [] yes [] no Per plan price \$ 0.00 7. Other: Price \$ 8. Amount Due Today \$ 99.00

I hereby authorize Power Train to charge my credit card listed below in lieu of presenting it for any service, retail terms, packages or memberships upon my request.
[] VISA [] Master Card [] American Express [] Discover
Name on the account: ... Expiration Date: ...
Account #: ... CVV: ...
Date: ...
[X] Cardholder's Signature

Terms and Conditions:

1. Should any membership deduction not be honored by my bank or credit card company for any reason, I realize I am still responsible for the payment, plus a \$10 service charge. It is my responsibility to notify Power Train should I change my financial institution and or account at any time.
2. Power Train reserves the right to revoke the membership privileges of any person who abuses or misuses any of the equipment or facilities located on its premises or who engages in conduct which is abusive, illegal, disruptive or poses a threat to the safety of others or is otherwise unacceptable, as determined by Power Train in its sole discretion.
3. Agreement is transferable one time only between immediate family members for a one-time transfer fee of \$99.

NOTICE OF CONSUMER RIGHTS BUYERS RIGHT TO CANCEL – If you wish to cancel this contract, you may cancel by delivering or mailing by certified mail, return receipt requested, written notice to this facility. The notice must say that you do not wish to be bound by the contract and the notice must be delivered or mailed before 12 midnight of the third business day after you sign and receive a fully completed copy of this contract. Upon receipt of this notice of cancellation, Power Train will refund all monies, including any enrollment fee, paid under the contract. Any holder of this contract or note is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder. The notice must be delivered or mailed certified to **Power Train, 36 Kreider Lane, Manheim, PA 17545**. In some cases you may also cancel this contract if you signed it before the facility was completed, if the facility moves and fails to offer a comparable alternate location within ten miles, or goes out of business. If the facility goes out of business or refuses to give you a refund, there may be a bond or letter of credit under which you are entitled to collect. For details, read your contract carefully. Enforcement of the Health Club Act is by the **Attorney General of the Commonwealth of Pennsylvania** or the district attorney of the county in which the health club is located. You may also bring a private cause of action. If your rights are violated, you may contact the State Bureau of Consumer Protection or your local district attorney.

Additional Membership Agreement Terms

(1) The buyer or his/her legal representative may cancel the contract if the buyer dies or becomes permanently disabled. A permanent disability means a condition which precludes the buyer from using one-third or more of the facilities for six months or more and the condition is verified by a physician. Upon receipt of notice of cancellation under this paragraph, Power Train shall refund to the buyer all monies paid in excess of an amount computed by dividing the full contract price, including any enrollment fee, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term, less a predetermined fee not exceeding \$100, or, if more than half the life of the contract has expired, a predetermined fee not exceeding \$50.00. In the case of permanent disability Power Train may require the buyer to submit to a physical examination by a physician agreeable to the buyer and Power Train. The additional cost of the examination shall be borne by Power Train. The buyer may extend the membership term of the contract at no additional cost for a period of time equal to the duration of a disability where the buyer has a disability which precludes the buyer from using one-third or more of Power Train facilities for a period of less than six months and the disability is verified by a physician.

(2) The buyer may cancel the contract if the buyer moves more than 25 additional miles from Power Train and is unable to transfer the contract to a comparable facility located within 5 miles of his/her new residence. Upon receipt of notice of cancellation under this paragraph, Power Train shall refund to the buyer all monies paid in excess of an amount computed as of the date of relocation by dividing the full contract price by the number or weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term, less a predetermined fee not exceeding \$100, or, if more than half the life of the contract has expired, a predetermined fee not exceeding \$50. To cancel this contract pursuant to the contract's terms, the buyer shall notify Power Train of cancellation in writing, by certified mail, return receipt requested, or by personal delivery to the address specified in Power Train contract, all money to be refunded upon cancellation of Power Train contract shall be paid within 40 days of receipt of the notice of cancellation, and if the buyer has executed a credit, lien or automatic funds transfer agreement with Power Train to pay for health club services, any negotiable instrument or credit or lien agreement executed by the buyer shall also be returned and any automatic transfer shall be cancelled within 40 days after the cancellation.

(3) Until Power Train has provided the buyer with a signed copy of this contract written in full compliance with this section, the buyer may cancel the contract at any time. Every contract shall be signed by the buyer and a copy shall be delivered to the buyer at the time the contract is executed.

(4) The buyer may cancel the contract if Power Train closes for more than 30 days without offering a comparable facility within 10 miles of its current location. Upon receipt of cancellation under this paragraph, Power Train shall refund to the buyer all monies paid in excess of an amount computed by dividing the full contract price, including any enrollment fee by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term if the facility closes for 30 days or less, the buyer shall receive an extension of the membership term equal to the period during which the facility is closed.

(5) By signing this contract, member has acknowledged they have received a copy of this contract.

(6) To cancel a membership pursuant to the paragraph (1), (2), (3), (4), and (5), the buyer shall notify Power Train in of cancellation in writing, by certified mail, return receipt requested, or by personal delivery to **36 Kreider Lane, Manheim, PA 17545**. All money to be refunded upon cancellation of the contract shall be paid within 40 days of receipt of the notice of cancellation; and that, if the buyer has executed a credit, lien or automatic funds transfer agreement with Power Train to pay for training services, any negotiable instrument or credit or lien agreement executed by the buyer shall also be returned and any automatic transfer shall be canceled within 40 days after the cancellation.

Release and Waiver of Liability:

I, _____, in full recognition of the risk inherent in such training, do hereby waive, release and forever discharge Power Train™, its agents and employees from and against any and all claims, demands, actions or cause of action for cost, expenses or damages to personal property or personal injury, or death, which may result from my participation in Power Train activities.

I understand and admit that my participation in Power Train is voluntary. I assume full responsibilities for any injuries or damages resulting from my participation in this program including responsibility for using reasonable judgment in all phases of program and travel to and from the Power Train Fitness facility. I recognize and understand that the activities may be hazardous, that my participation is solely at my own risk, and that I am fully responsible for any resulting injuries or damages.

I affirm that I am in good health. I further declare that I am physically fit and capable to participate in such activities. I acknowledge that it is recommendation of Power Train that I obtain general medical/health insurance if I am not already covered. I understand that it is my responsibility to notify the appropriate person at Power Train of emergency medical information. I also understand that this Waiver of Liability and Release binds my heirs, executors, administrators and assigns as well as myself.

24 Hour Cancellation Policy: Power Train enforces a strict 24 hour cancellation policy. If you have reserved your place in an Power Train Class and fail to cancel 24 hours in advance, you will be charged for the class.

Late Cancel Policy: Power Train enforces a strict Late Cancel Policy. You must arrive 5 minutes prior to your class or you will forfeit your spot and incur the late cancel charge of \$25.00.

Dress Code Policy: Power Train wants you to come to class fully prepared for strenuous activity: enclosed running shoes, athletic shorts/pants, athletic t-shirt, towel and water bottle. We reserve the right to refuse you entrance into the facility if you are not properly attired.

I grant to Power Train, its representatives and employees the right to take photographs/videos/testimonials of me and my property. I authorize Power Train, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that Power Train may use such photographs/videos/testimonials of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.

Client's Initials
(Parent/Guardian if under 18)

Cardio GX Pod and Strap Policy
(Fitness Clients Only)

By initialing, I hereby authorize Power Train to charge my credit card on file \$99.00 for the Heart Rate Monitor and \$20.00 for the Heart Rate Monitor Strap, if the equipment I utilized for Heart Rate Monitor Training is not returned in full working order at the end of the class I was registered for.

Client's Initials
(Parent/Guardian if under 18)

I acknowledge that I have read and understand this Agreement, and I have signed below, intending to be legally bound.

Client Printed Name

Client Signature (Parent/Guardian if under 18)

Date

Authorized Power Train Representative

Date