

**CrossFit Fort Walton Beach**  
**726 Beal Parkway SW Fort Walton Beach FL 32547**  
**850-582-2308**  
**Health Studio Registration # HS 15923**

**EFT Authorization:** I, authorize CrossFit Fort Walton Beach to transfer electronic funds on a recurring basis from the checking, savings, or credit card account I specified above for my membership dues. This authorization is to remain effective until CrossFit Fort Walton Beach has collected for all charges assessed in connection with the terms and conditions of this Agreement. (If this is a Single Payment membership, there will be no recurring fees)

**Membership Term:** I acknowledge and agree that I will maintain membership and pay the dues specified above for a minimum term of one month. I agree that I will be liable for dues for the entire term of this agreement in the amounts as stated herein, regardless of usage or any change of circumstance.

- **Next Payment:** I understand my next payment is due on the date mentioned above and on the same day of each calendar month. (Unless this is a single payment membership in which only one single payment will be made.) If my due date falls on a holiday or weekend, it will be deducted one business day prior.
- **Foundations:** If this agreement is for Foundations or my first renewal will be for the Unlimited classes per month plan unless I have specified at least 7 days before my renewal date, my choice of a different recurring membership. If I do so, I will be billed at the rate of my new plan choice instead. And each month following.
- **Punch card purchase:** I understand it will renew after my last visit is used. Unless at the time of purchase, I requested no renewals and a one-time purchase.
- **Membership Renewal:** After the initial one-month term has expired, this Agreement shall automatically continue from month to month at the prevailing membership rate, which is subject to change until I contact CrossFit Fort Walton Beach in writing with a 30-day notice to cancel. Via our online form submission. (Unless this is noted above as a single payment membership; in that case, there are no renewals) I am responsible for all charges billed or incurred prior to cancellation. I further agree that my membership benefits are exclusive to me and are in no way transferable to anyone else.

**I have read and agree to these Terms.**

[initial]

**30-day cancellation notice policy:** All monthly renewing membership cancellations require 30 days written notice and are not accepted by phone. All cancellations must be submitted online via our website form. Once your 30-day notice has been submitted, you may have one monthly auto payment remaining, depending on the date of cancellation notice given. No prorating of payments will be done. Go [www.crossfit-fwb.com](http://www.crossfit-fwb.com) and scroll to the bottom of the home page. Click on the "Membership Management" link. Fill out the form completely, and we will process your

cancellation after receiving the completed form. (Send an email to [admin@crossfit-fwb.com](mailto:admin@crossfit-fwb.com) with any problems submitting the form).

**I have read and agree to these Terms.**

[initial]

**Hold policy:** Month-to-Month Membership Agreements: You may place your Membership on hold two (2) times per calendar year up to three (3) consecutive months each time. Advanced notice of at least three (3) business days is required. The hold must be 30 days in duration at a minimum, and 30 days must elapse between holds. Upon expiration of the term of the hold, your account will automatically become active, and payments will resume. Should you choose to return prior to the end of the hold period, the hold will be released, and payments will resume. Should you later submit your 30-day cancellation notice during this hold period, you are still subject to the 30-day notice to cancel policy. We will backdate your cancellation notice to the original submission date of your hold request. You may still have one payment renewal within that 30-day notice period. Giving the notice to cancel during the hold period does not exclude you from the 30-day notice to cancel policy and your last payment that would have been due.

If you place your membership on hold and later elect to cancel your membership, you must still provide a 30-day cancellation notice, not including time on hold. Go to [www.crossfit-fwb.com](http://www.crossfit-fwb.com), scroll to the bottom of the home page. Click on the “Membership Management” link. Fill out the form completely, and we will process your hold after receiving the completed form. (Send an email to [admin@crossfit-fwb.com](mailto:admin@crossfit-fwb.com) with any problems with submitting the form)

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**Florida Statutes 501.017**

This agreement is a multi-page document. The words “you” and “your” refer to Buyer or Client as applicable and “we”, “us” and “our” refer to CrossFit Fort Walton Beach LLC, You must still make payments owed to the company under any other contract. The initial term of this Contract will not be for a period in excess of 36 months and thereafter shall only be renewable annually. Contract payments cannot be made in advance, they MUST be paid monthly. Renewal Contracts may be signed and paid for no earlier than 60 days before the expiration of the preceding Contract. If the initial Contract is for 30 days or less, then the renewal Contract may not be executed and the fee, therefore, paid until the preceding contract expires.

CrossFit Fort Walton Beach agrees to provide and the athlete agrees to purchase competent instruction, supervised by qualified personnel trained in the procedures and traditions of such activities.

The Client acknowledges and agrees as follows:

1. I have chosen to enter into the above-listed program and classes:

2. I will comply with all the rules and regulations of CrossFit Fort Walton Beach.

3. There is a 3.8% credit card service fee or a 2.5% ACH payment fee added by our processing company.

4. I hereby agree that if CrossFit Fort Walton Beach are unable to process my payment from the designated account provided by me CrossFit Fort Walton Beach are permitted to use any of the other accounts information provided as many times and as often as needed to replace the unpaid payments and service charges as explained on section 3 of this agreement.

**5. Failure to attend the Classes does not relieve me of the obligation to pay the full tuition for the program or phase in which I am currently enrolled.**

6. CrossFit Fort Walton Beach is committed to protecting the privacy of our customers. We make every effort to ensure that the information you share with us is recorded accurately, retained securely, and used only according to your wishes. We only collect the personal details necessary to communicate with you and manage our ongoing business relationship with you.

7. I acknowledge receiving a copy of this Agreement.

8. I understand my rights and obligations as stated above. I confirm that I am the full age of eighteen years (unless otherwise indicated below) and that I have read and understood this release and waiver of liability and I am aware that by signing this Agreement I am waiving certain legal rights, including the right to claim damages which I or my heirs, executors, administrators, successors or assigns may have against CrossFit Fort Walton Beach.

9. Right of cancellation: You may cancel this Agreement within 3 business days, exclusive of holidays and weekends, from the Contract Date below and receive a refund of all payments made to the Seller except the Seller may retain an amount computed by dividing the number of occasions services are to be rendered into the total Contract price and multiplying the result by the number of occasions that services have been rendered. A refund shall be issued within 30 days after receipt of the notice of cancellation made within the 3 days. You do not need a reason to cancel.

Members are entitled to the cancellation and refund of the contract if the contracting business location of the health studio goes out of business or moves facilities more than five (5) driving miles and fails to provide within 30 days a facility of equal quality located within five (5) driving miles at no additional cost to the buyer.

Any notice of intent to cancel by the Buyer shall be given in writing CrossFit Fort Walton Beach 30 days prior to the month they wish to stop payments. Such a notice of cancellation from the consumer/Buyer shall also terminate automatically the consumer's obligation to any entity to whom CrossFit Fort Walton Beach has subrogated or assigned the consumer's contract. If CrossFit Fort Walton Beach wishes to enforce such Contract after receipt of such showing, it may request the department to determine the sufficiency of the showing.

If the Dept. of Agriculture and Consumer Services determines that a refund is due to the Buyer, the refund shall be an amount computed by dividing the contract price by the number of weeks in the Contract term and multiplying the result by the number of weeks remaining in the Contract term. The business location of CrossFit Fort Walton Beach shall not be deemed out of business when temporarily closed for repair and renovation of the premises; Upon sale, for not more than 14 consecutive days; or During ownership, for not more than 7 consecutive days and not more than 2 periods of 7 consecutive days in any calendar year. The Buyer should contact the Florida Dept. of Consumer Services for information within 60 days should CrossFit Fort Walton Beach go out of business.

If the health studio requires a buyer to furnish identification upon entry to the facility and as a condition of using the services of the facility, the health studio will provide the buyer with such means of identification.

If Buyer or Client dies or becomes physically unable to avail themselves of a substantial portion of the services used from the commencement of this Contract until the time of disability or death, we shall refund funds paid or accepted in payment of this Contract in an amount computed by dividing the contract price by the number of weeks in the Contract term and multiplying the result by the number of weeks remaining in the Contract term. A physical disability sufficient to warrant cancellation of this Contract by Buyer shall be established if Buyer furnishes to the Company a certification of such disability by a physician licensed under Chapters 458, 459, 460 or 461 of the Florida Statutes to the extent the diagnosis or treatment of the disability is within the physician's scope of practice.

#### Training Program General Information:

The hours of operation will be set by us and may be changed at our sole discretion. In addition, we reserve the right to make or change rules and regulations for the operation and use of the facility. We also reserve the right to add, eliminate, substitute, or alter any training program, class, trainer, employee, equipment, furniture or fixture, when deemed necessary or desirable. No refunds will be given based on the termination or resignation of any employee.

Client understands that we may experience increased attendance at various times during the year and at peak periods of the day. Client expressly agrees that we shall not be liable for breach of Contract if Client encounters overcrowding during the term of this Contract. Obligations Absolute. Other than the event of permitted cancellations described in this Contract, Buyer shall not be excused from the obligation to make any required payment in accordance with this Contract, and Buyer may not reduce the amount of any required payment for any reason including Client's failure to use any Training sessions. Buyer agrees to pay a late charge in the amount of \$10 for any required payment not made within the indicated time period.

Independent Contractors. The services of independent contractors may be made available to Clients, from time to time. We do not warrant or guarantee the quality of these services and do not guarantee that these services will remain available to Clients for any period of time.

Governing Law. This Contract will be governed by the laws of Florida. If any portion of this Contract is held invalid or unenforceable, the remaining portions of this Contract, if applicable, shall remain in full force and effect.

NOTICE: Any holder of this consumer credit contract is subject to all claims and defenses that 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. This agreement is subject to all applicable Federal, State, and local laws and regulations.

**SHOULD YOU (THE BUYER) CHOOSE TO PAY FOR MORE THAN ONE MONTH OF THIS CONTRACT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING THE LOSS OF YOUR MONEY IN THE EVENT THAT THIS HEALTH STUDIO OR THIS BUSINESS LOCATION CEASES TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.**

NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT BEFORE YOU READ ALL OF IT OR IF IT CONTAINS ANY BLANKS SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

In witness whereof, I have executed this release and the above terms, as of {Today}.