

**OFFICE USE**

☐ XCEL RPT	☐ PREPAY RPT
☐ ACH DRAFT	☐ FIRM POS
☐ QTR DRAFT	☐ EMAIL ADD

1 YEAR AGREEMENT

☐ INDIVIDUAL ☐ COUPLE ☐ FAMILY ☐ SENIOR ☐ SR COUPLE ☐ STUDENT
☐ SILVER IND (1 Yr HydroMassage for \$15)

Start Date: _____**End Date:** _____**Applicant Name** _____ **Member #** _____ **DOB** _____**Address** _____**City** _____ **State** _____ **Zip** _____**Home #** _____ **Cell #** _____ **Email Address** _____**Employer** _____ **Work Tel** _____**Emergency Contact Name** _____ **Phone** _____**Spouse or Children under age 22 residing with family: (If part of membership)****Name** _____ **Member #** _____ **DOB** _____**Name** _____ **Member #** _____ **DOB** _____**Name** _____ **Member #** _____ **DOB** _____**Name** _____ **Member #** _____ **DOB** _____**Name** _____ **Member #** _____ **DOB** _____**DUES PAID =** _____**DRAFT START DATE:** _____**MAINTENANCE FEE=** _____**DUES AMOUNT:** _____

(\$30/person per year or \$2.50/person monthly)

TOTAL PAID = _____**MAINTENANCE FEE DRAFT:** _____

(\$2.50/person per month)

CK# _____ **CREDIT/DEBIT** _____ **CASH** _____**TOTAL DRAFT AMOUNT:** _____**Initial**

_____ I agree to pay the monthly fees and to honor the 30 day cancellation policy.

_____ I agree to pay the Maintenance fees as long as my membership is active.

_____ I understand there will be a \$30 return fee added to my dues for any second draft attempt due to insufficient dues.

_____ I agree to not stop payment to FSF and agree to honor the 30 day cancellation policy.

Agreement

I hereby apply for membership to FAMILY SPORTS & FITNESS (FSF). I agree to be bound by governing rules and regulations now written or may hereafter exist. I agree to use the facility at my own risk. Any medical expense incurred by me, my family, or guests for injuries sustained while participating in activities at the FSF will be my responsibility.

The membership of any member may be cancelled by the FSF or suspended for any period of time in the event of violation of any rule or regulation, or any conduct which in the opinion of the FSF is prejudicial to the welfare, good order and character of the club. Any member or guest(s) of the member, found willfully destroying or abusing any FSF property or equipment, will be subject to immediate expulsion without refund of any advance dues or fees and could be liable for any damage resulting from such actions.

Member assumes all risk of injury, death, damage, or injury to or theft of property, to member and member's family, guest, invites, and employees, and their property, however caused, and whether occurring on the property belonging to FSF or under control of the FSF, whether any such injury, death, damage, or injury to property is alleged to have arisen in whole or in part from the primary or secondary, or active or passive, ordinary negligence of FSF or Its officers, directors, agents, or employees, or by reason of any condition of property belonging to or under FSF'S Control.

Minor Participant Liability Agreement

This is to certify that I as parent/guardian with legal responsibility of the minor participant will stay with the minor under the age of 15 years old in weight rooms and cardio areas. I as parent/guardian do consent and agree to his/her release as provided above of all the Releases, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless FSF from any and all liability incidents to my minor child's involvement or participation in these programs as provided. Even if arising from the negligence of the FSF, to the fullest extent permitted by law.

Parent/Guardian Signature _____ Date _____

FSF reserves the right to modify its rules, policies, regulations, and rates at any time. All members will be obligated to said changes without prior notice. FSF will draft the members account monthly on the designated date of the 1st or the 15th for monthly dues & maintenance fees. In the event that a draft is denied or for "Insufficient Funds" FSF will attempt a 2nd draft within 15 days of the ISF draft with an additional \$30 service charge. To cancel your membership a termination form must be completed 30 days prior to cancellation (forms at the center). 75% of the balance remaining on the contract must be paid in order to cancel. Verbal cancellations WILL NOT BE ACCEPTED. This policy applies to monthly dues only; pre-paid annual dues and semi-annual dues are NON-REFUNDABLE. All outstanding balances owed to the FSF will be added to your final draft unless paid up front. Failure to comply will result in further action. Any membership additions or addendums added to this contract will change the contract start date to the date that the changes are made.

Int. _____ *Date* _____

I hereby make application for membership to the FSF and agree to abide by all rules and regulations governing the facilities as established by the Gym management. I have read the above and agree to be bound to all rules and regulations. I understand that this contract is legal and binding and that my contract ends on ____/____/____, 1 year from the date of the signed contract unless a membership promotion alters the date in which commitment begins or addendums have been added to my membership. After this date my membership will automatically continue on a month-to-month basis until I give proper notification to FSF by completing documentation 30 days prior to cancellation.

Signature _____ Date ____/____/____

Spouse Signature _____ Date ____/____/____

Staff Signature _____ Date ____/____/____

You, the buyer, may cancel this contract at any time prior to midnight of the third business day after the date of this contract by submitting a written request.