



IMAGINE SPORTS LLC. MEMBERSHIP AGREEMENT

First Name Last Name Date of Birth
Address City State Zip Code
Phone Number E-mail address

Membership Term and Payment Schedule:

Table with 5 columns: Membership Contract, \$165 +tax, \$297 +tax, \$420 +tax, \$79 +tax. Sub-headers: Single, Double, Family (3-4 members), Additional Family.

Beginning _____, 20____, I promise and agree to pay monthly installments for monthly dues in the amount of \$_____. Payments are due by the 5th of the month. Cancellation prior to the completion of the contract terms will incur a fee of 1 months membership payments. If no written notice given, then this contract is automatically renewed. Written notice of cancellation must be given by the 15th day in the last month of the contract agreement, if you do not intend to continue participating in the program. All accounts are required to have a credit card on file for billing purposes.

Member Initials _____ Date _____

Waiver & Release of Liability: You (each member, guest, or participant) agree that if you engage in any physical exercise or activity, or use any club amenity on the premises or off premises at a sponsored club event, you do so entirely at your own risk. This includes, without limitation, your use of the welcome area, parking area, sidewalk area, or any equipment in the club facility and your participation in any activity, class, program, or instruction. You agree that you are voluntarily participating in these activities along with the use of these facilities and premises and assume all risks of injury, illness, damage or loss or theft of any personal property. You expressly agree to release and discharge IMAGINE SPORTS LLC, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action. This waiver and release of liability includes, without limitation, all injuries to you which may occur as a result of (a) your use of any exercise equipment, products and club amenities, (b) the sudden and unforeseen malfunctioning of any equipment (c) our instruction or supervision, and (d) your slipping and/or falling while in the club, or on the club premises, including adjacent sidewalks and parking areas regardless of negligence. Your signature below acknowledges that you have carefully read this waiver and release and fully understand that it is a release of liability. You agree to voluntarily give up any right that you may otherwise have to bring a legal action against the club for negligence, or any other personal injury or property damage or loss action.

Cancellation. If by reason of death or permanent disability, the buyer is unable to continue the membership, buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Should member permanently move their residence more than 30 miles from the area, payment on this agreement shall be suspended upon payment of the appropriate cancellation fee equal to one month's dues and legitimate verification of the move. Member agrees to follow rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership. Memberships that roll over to a month-to-month require a 30-day written notice to cancel.

Default and Late Payment Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including but not limited to collection agency fees, court costs, and attorney fees. Should any monthly payment become more than 10 days past due, you will be charged a \$15.00 late fee to cover additional administrative expenses. A \$25.00-\$50.00 fee will be charged on all returned payments. Payments that are past due over sixty (60) days will be turned over to a collection agency. I also agree to pay any fees or expenses IMAGINE SPORTS LLC incurs in collecting any balance due on my account, including attorney's fees, collection agency fees and cost of collection.

Member Signature _____ Date _____

Parent/Guardian Signature (if under 18 years of age parent/guardian signature is require

CREDIT CARD INFORMATION

- VISA
- MASTERCARD
- AMERICAN EXPRESS
- DISCOVER

Name As It Appears On Card

Account Number

Expiration Date

Security Code

Authorized Signature

Date

ZIP

ANY DECLINED CREDIT CARDS ARE SUBJECT TO A \$25 FEE

Cards will be billed before between the 1st and 5th of every month until verbal cancellation of contract is given. If verbal cancellation is not received by the 15th of the month prior to the cancellation the card may be charged for all or part of the following month.

Physical Activity Readiness Questionnaire (PAR-Q)

Regular physical activity is fun and healthy, and increasingly more people are starting to become more active every day. Being more active is very safe for most people. However, some people should check with their physician before they start becoming more physically active. **Please complete this form as accurately and completely as possible.**

PAR-Q FORM Please answer YES or No to the following:

Has your doctor ever said that you have a heart condition and recommended only medically supervised physical activity? ___ ___

Do you frequently have pains in your chest when you perform physical activity? ___ ___

Have you had chest pain when you were not doing physical activity? ___ ___

Have you had a stroke? ___ ___

Do you lose your balance due to dizziness or do you ever lose consciousness? ___ ___

Do you have a bone, joint or any other health problem that causes you pain or limitations that must be addressed when developing an exercise program (i.e. diabetes, osteoporosis, high blood pressure, high cholesterol, arthritis, anorexia, bulimia, anemia, epilepsy, respiratory ailments, back problems, etc.)? ___ ___

Are you pregnant now or have given birth within the last 6 months? ___ ___

Do you have asthma or exercise induced asthma? ___ ___

Do you have low blood sugar levels (hypoglycemia)? ___ ___

Do you have diabetes? ___ ___

Have you had any surgery? ___ ___

If you have marked YES to any of the above, please elaborate below:

Do you take any medications, either prescription or non-prescription, on a regular basis? Yes/No

What is the medication for?

How does this medication affect your ability to exercise or achieve your fitness goals?

Any Additional Health information

Please note: If your health changes such that you could then answer YES to any of the above questions, tell your trainer/coach. Ask whether you should change your physical activity plan. I have read, understood, and completed the questionnaire. Any questions I had were answered to my full satisfaction.

Print Name: _____

Date: _____

Signature: _____

Date: _____

Guardian Signature if under 18: _____

WAIVER AND RELEASE, ASSUMPTION OF RISK AGREEMENT AND PARENTAL INDEMNIFICATION AGREEMENT

In consideration of me being permitted to participate in any way in the *Imagine Sports, LLC* Personal Training Activities ("Activity"), I agree:

1. I understand the nature of **Strength & Conditioning or Personal Training or Group Exercise** activities and believe I am qualified to participate in such Activity. I further acknowledge that I am aware the activity will be conducted at my home, in a studio, or outdoors during the Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. I FULLY UNDERSTAND that: (a) Strength & Conditioning and Personal Training and Group Exercise Activities involve risks and dangers of **SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH** ("Risks"); (b) these Risks and dangers may be caused by my own actions, or inaction's, the actions or inaction's of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** incurred as a result of my Participation in the Activity.
3. **I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS *Imagine Sports, LLC*,** any respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, I, or anyone on my behalf makes a claim against any of the Releasees named above, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.**
4. **Waiver/Photograph Release:** I authorize Imagine Sports LLC and Momentum Performance Training to use photos, and or other likeness's of myself and or my child for whom I have legal guardianship for any promotional materials regarding Imagine Sports LLC or Momentum Performance Training programs, facilities, or services. Such likeness' will not be sold to other parties. Promotional materials bearing these likeness' may be distributed for free to the public and posted on the Imagine Sports LLC or Momentum Performance Training website. Imagine Sports LLC and Momentum Performance Training reserves the right to use any photo or likeness for a time period beginning when this form is signed and ending upon written request of participant, parent or legal guardian.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND IT'S TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed Name of Participant

Signature of Participant

Date

PARENTAL CONSENT AND INDEMNIFICATION AGREEMENT

I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such "activity". I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claims against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasees may incur as the result of any such claim.

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date