



NXGen Fitness Center
29 Pleasant Hill Road
Scarborough, ME 04074
207-883-2979
nxgenfitness.com

Strength & Conditioning Program Enrollment Form

Athlete Information:

Name: _____
 Address: _____

 City: _____
 State: _____ Zip: _____
 Phone: _____
 E-Mail: _____
 D.O.B.: ____/____/____ Age: _____

Parent/Guardian Information:

Name: _____
 Address (if
 different): _____

 City: _____
 State: _____ Zip: _____
 Phone #1: _____
 Phone #2: _____
 E-Mail: _____

Please check all applicable programs you wish to enroll in.

-If you would like to enroll in the free first week and then automatically enroll into the discounted first month, check both and please provide billing information.

-If you would like to enroll in the free first week, the discounted first month, and enroll in monthly EFT Strength & Conditioning, please check all three and provide billing information.

-If you would like to enroll in the free first week, the discounted first month, and pay in full for a year of Strength & Conditioning, please check those three and provide billing information. The year membership will commence at the expiration of the first discounted month.

- FREE First Week of S&C Program Enrollment**
- Discounted (\$50) First Month of S&C Program Enrollment**
- Monthly EFT S&C Program Enrollment (\$100/mo auto deducted on the 1st)**
- Prepaid One Year S&C Program Enrollment (\$999)**

****Please note that if you check multiple options above, for one program to roll into another, the payment on the account will happen automatically on the applicable due date****

HOW TO END PROGRAM ENROLLMENT FOR EFT ONLY: All monthly EFT Strength & Conditioning Programs run from month to month and incur monthly dues until the program enrollment is canceled. I understand that I may cancel this program enrollment by submitting an email to: info@nxgenfitness.com or by filling out the **written 30-day notice** form to NXGen Fitness Center at the address above. I agree to pay all account balances in full prior to cancellation. I understand and agree to pay dues to NXGen Fitness Center for checks returned, accounts closed or accounts not authorized, or other circumstances in which NXGen Fitness Center must notify a client and collect due payment which is overdue.

I HEREBY AUTHORIZE P & E Fitness, Inc. dba NXGen Fitness Center TO EFFECT PAYMENTS FOR MY MONTHLY MEMBERSHIP DUES, INCIDENTAL CHARGES, AND ADMINISTRATIVE FEES BY INITIATING DEBIT ENTRIES TO MY ACCOUNT. I REQUEST THE CREDIT CARD COMPANY OR BANK ENTERED INTO THE COMPUTER UNDER MY PROFILE TO ACCEPT ANY SUCH ENTRIES INITIATED BY P & E Fitness, Inc. dba NXGen Fitness Center.

Athlete Signature: _____ **Date:** _____

Parent/Guardian Signature: _____ **Date:** _____

See Reverse Side

Rules and Regulations: All clients agree to abide by the Center's rules and regulations while in the Center's facilities. These rules and regulations may change from time to time. Failure to abide by the Center's rules and regulations may result in termination of enrollment.

Damages: Clients accept responsibility for all property damage caused by themselves or their guests. The Center, in its sole reasonable discretion, shall determine whether any property damages result from ordinary wear and tear. The Center shall not be responsible or liable to members and their guest for property damaged, lost or stolen on Center premises and all personal property of a member is maintained on the Center premises at the sole risk of the member.

Severability: In the event any part or parts of this agreement are determined invalid or unenforceable, such part, or parts, shall be severed and the remainder shall be in full force and effect.

Policy Changes: The Center, in its discretion, reserves the right from time to time and without refund or credit to member, to change fees, dues, services or to suspend normal operations for necessary maintenance or improvements, or due to inclement weather, or on specific dates when a Center activity has been scheduled.

Client Pictures/SMS Messaging: For security reasons, we require that all clients take a picture for their account at time of enrollment. I understand that I am required to take a picture for my account. I consent that the Center is allowed to use pictures and/or video that I am present in for marketing purposes via print, website, cable tv and social media. YES, I want to receive information and offers from NXGen Fitness Center by automatic-dialed text messaging at the number I list in my account. I understand I am not required to agree to receive these text messages as a condition of becoming a member or purchasing any property, goods, or services. I understand I can opt out at any time by responding with STOP to any text message.

Program Fees: I understand that if my monthly S&C program enrollment payment declines for any reason, I will be charged an additional \$15.00 EFT return fee. I understand that if S&C program enrollment payment via written check is returned for insufficient funds or account closed, I will be charged an additional \$25.00 returned check fee. If S&C program enrollment is forced to be cancelled by the Center due to non-use and non-payment (a result of client never cancelling program enrollment properly), an admin fee of \$25.00 will be assessed to the account and must be paid before re-enrolling into a S&C program.

Liability Release: I understand that I will be participating/engaging in potentially serious activities and exercises which may lead to medical issues, (including but not limited to heart attack and stroke) and/or injury during the course of the training session I am registering for. I hereby assume responsibility for all risk which may be associated with, and all injuries which may occur to me in connection with my participation in the training sessions. I hereby release and hold harmless P & E Fitness, Inc. dba NXGen Fitness Center, its agents, and others working for it, or on its behalf, from and against any and all claims, liabilities, injuries, or accidents (including, without limitation, any claims for personal injuries and any claims based on negligent acts, omissions, or other fault on the part of any of the parties connected with, or who participate, in the course/sessions) resulting from, or in any way connected with my participation in the course/sessions). I represent and warrant that I am over 18 years of age. If under the age of 18, a parent or legal guardian must sign this form.

Health Concerns: It is expected that all clients are in good health and willing to work at a reasonable level. If there are any health concerns that might interfere with training, I agree to disclose and discuss those concerns with the S&C coach. I understand that P & E Fitness, Inc. Dba NXGen Fitness Center recommends that all participants consult a physician prior to engaging in an exercise program and the S&C coach may request a signed note with my physician's approval of participation, at any point prior to, or during, the training sessions. I also understand that the S&C coach may suspend my training sessions if there is a reasonable concern for my health and safety.

24-Hour Cancel Policy: As a courtesy, there is a 24 hour cancellation policy for all private sessions and S&C program sessions. This is to be discussed with, and enforced by, the individual S&C coach. If the session is missed or canceled within this time, you may be charge for the session upon the discretion of the S&C coach. If a S&C coach cancels the session with less than 24 hour notice, please notify the Fitness Director or General Manager. Client is also subject to a \$10.00 late cancellation/no-show fee.

Payment: I agree to pay P & E Fitness, Inc. Dba NXGen Fitness Center the required amount(s) as payment for participating in one of the S&C programs or private sessions. Full payment is in no way dependent upon my results achieved within the program or my completion of the program. I understand that my success is my responsibility. I also acknowledge that if payment is not received as defined by my payment plan, all services will stop; however, I remain obligated for the full amount. I understand that if I am enrolled in the monthly EFT program, there will be a pro-rated charge the first full month to get my billing on the 1st of the month billing cycle. I understand I am purchasing S&C programs and private sessions from P & E Fitness, Inc. dba NXGen Fitness Center, not an individual trainer or S&C coach. I understand that there are no refunds for S&C program enrollment and private sessions. I agree that if payment is made by credit card/debit card, I authorize P & E Fitness, Inc. dba NXGen Fitness Center to automatically charge my account on the specified date(s) for the specific amounts agreed upon.

By signing below, I acknowledge that I have read and understand the terms stated above. I agree to all the terms stated above by P & E Fitness, Inc. dba NXGen Fitness Center.

Athlete Signature: _____ **Date:** _____

Parent/Guardian Signature: _____ **Date:** _____

Received by (Staff Name): _____

Staff Notes: