



MEMBERSHIP AGREEMENT

1800 CLUB MANOR DRIVE
MAUMELLE, AR 72113

DATE: _____
AGREEMENT #: _____

LAST NAME		FIRST NAME	DATE OF BIRTH	
DRIVER'S LICENSE #		ISSUING STATE		
ADDRESS		CITY	STATE	ZIP
PRIMARY PHONE		WORK PHONE	CELL PHONE	
EMPLOYER		OCCUPATION	E-MAIL ADDRESS	
EMERGENCY CONTACT		EMERGENCY PHONE		

MEMBERSHIP TYPE:

PAID IN FULL

- 1 YEAR INDIVIDUAL (\$425.00)
- 1 YEAR COUPLE (\$675.00)
- 6 MONTH INDIVIDUAL (\$220.00)
- 6 MONTH COUPLE (\$350.00)

MONTHLY

- INDIVIDUAL (\$39.95)
- COUPLE (\$64.95)

AMOUNT DUE: _____

MONTHLY PAYMENT: _____

(NAME AS SHOWN ON ACCOUNT)

AMERICAN EXPRESS MASTERCARD VISA DISCOVER

CREDIT CARD NUMBER: _____ EXP. DATE _____

CHECKING ACCT. SAVINGS ACCT. _____
BANK NAME

ROUTING NUMBER

ACCOUNT NUMBER

I authorize Advanced Fitness Concepts Inc. to charge, or to initiate transfers from, the account designated above for the purpose of making the scheduled monthly payments until the membership is cancelled.

I WOULD LIKE TO BE DRAFTED ON THE 1ST 7TH 15TH 21ST DAY OF EACH MONTH.

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1.) The items shall be drawn on or about the date of the payment schedule. The transaction on your bank statement will constitute receipts for payment on your account.
- 2.) If the regular payments set forth on the Payment Schedule should vary in amount, you are entitled to notice at least 10 days before each payment of when it will be made and how much it will be. However, by executing this preauthorization, you choose to instead get this notice only when the payment amount would differ by more than \$50.00 from the most recent payment.
- 3.) A service fee of \$25.00 will be assessed and drafted for any check, draft, credit card, or order returned for insufficient funds or any other reason.
- 4.) A late of \$10.00 will be assessed and drafted should any monthly payments become 15 days past due.
- 5.) By signing this agreement, you acknowledge your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations are available for your review at the Advanced Fitness Concepts website.

RELEASE OF LIABILITY:

I acknowledge that Advanced Fitness Concepts is a 24 hour key operated facility and that staff may not be on duty at all times. I do hereby release, indemnify and hold harmless Advanced Fitness Concepts, its owners, employees, and agents from any and all actions or claims which may be made by me or on my behalf or by other parties arising out of any injury, loss, damage or death caused to me or my personal property whether by negligence, breach of contract or in any other way whatsoever. I also agree that in the event that I am injured or my personal property is damaged, I will bring no claim, legal or otherwise, against Advanced Fitness Concepts in respect of that injury or damage.

CLUB REPRESENTATIVE

DATE

MEMBER

DATE

MEMBERSHIP POLICIES AND RULES

Nature of Membership:

Your membership permits you to use Advanced Fitness Concepts' premises, facilities, equipment and services as shown and limited by the membership identified herein. Your membership is non-transferable by you and it does not give you any rights in Advanced Fitness Concepts, its management, property or operation. Advanced Fitness Concepts can sell memberships at different rates and terms than yours.

Entire Agreement & Enforcement:

You acknowledge that neither Advanced Fitness Concepts, nor anyone else, made any representations or promises upon which you relied that are not stated in this Agreement. This document contains the entire agreement between you and Advanced Fitness Concepts and replaces any oral or other written agreement. Manual or hand written changes to this agreement are not valid. If a court declares any part of this Agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If Advanced Fitness Concepts does not enforce any right in this Agreement for any reason, Advanced Fitness Concepts does not waive its right to enforce it later.

Change of Address:

It is your responsibility to notify Advanced Fitness Concepts of any change in your address or phone number.

Physical Condition and No Medical Advice:

You represent that you are in good physical condition and have no medical reason or impairment that might prevent you from your intended use of Advanced Fitness Concepts facilities. As such, you acknowledge that Advanced Fitness Concepts did not give you medical advice before you joined, and cannot give you any after you join, relating to your physical condition and ability to use the facilities. If you have any health or medical concerns now or after you join, discuss them with your doctor before using the facilities.

Default and Late Payments:

Non-payment of scheduled monthly payments in excess of 30 days shall constitute default under this agreement and the account will be cancelled. If the agreement is in default, Advanced Fitness Concepts reserves the right to refer the account to collection.

Cancellation:

You may cancel within three business days from the date the membership agreement was signed by completing the Membership Cancellation Form at Advanced Fitness Concepts and all prepaid fees shall be refunded within 30 days. You may cancel any month to month membership by filling out the Membership Cancellation Form. You are responsible for any payments that fall within 7 days of Advanced Fitness Concepts receiving their completed Membership Cancellation Form. All cancellation notices must be made by the member completing the Membership Cancellation Form in full. If you cancel the membership after three business days, any enrollment fees or other payments already collected will be forfeited.

Charges and Taxes:

If you or your guests incur any Advanced Fitness Concepts charges for goods or services that include, without limitation, personal training, nutritional counseling, produce purchases, or similar services, you agree to pay for them according to Advanced Fitness Concepts' rates and practices then in effect. Also, Gym has the right to add to your dues and add to your monthly EFT any tax that the government may impose for the use of Advanced Fitness Concepts' facilities.

Guest Privileges:

Advanced Fitness Concepts allows you to bring guests to use the club during staffed hours. All guests must come by the office and sign a liability waiver prior to using the club. The first visit for each guests is free, after that their will be \$10.00 guest fee. Guests are not permitted during non-staffed hours. Any member bringing guests into the club during non-staffed hours will be charged a \$10.00 guest fee per guest and their membership may be terminated. Any act or omission of a Member's guest(s) will be deemed to be an act or omission of the Member for the purposes of this agreement; and if Member's guest(s) makes a claim against Advanced Fitness Concepts for personal injury or otherwise, then Member will indemnify and hold Advanced Fitness Concepts harmless from any and all damages arising from such claim(s). Member assumes all liability in the event his/her guest(s) is injured or sustains any loss.

Liability for Property:

Advanced Fitness Concepts is not liable to you or your guest for any personal property that is damaged, lost, or stolen while on or around Advanced Fitness Concepts' premises including, but not limited to, a vehicle or its contents or any property left in a locker. If you or your guest cause any damage to Advanced Fitness Concepts' facilities, you are liable to Advanced Fitness Concepts for its cost or repair or replacement.

Weights and Other Equipment:

There are specific rules posted regarding the use of the weights and other equipment in the facility. As a courtesy, please replace the weights on the rack after you use them and wipe off any benches after you use them.

Lockers:

Advanced Fitness Concepts provides lockers for your use on a daily basis only and suggests that you use a lock to protect your property. Do not leave any valuable property in a locker at any time. Advanced Fitness Concepts is not responsible for any theft of or damage to your property. If you leave a lock on the locker for a period of 24 hours, Advanced Fitness Concepts has the right to cut it off. Your property will be considered abandoned if left for a period of 24 hours.

Food and Beverages:

Advanced Fitness Concepts reserves the right to limit the consumption of food or beverages in workout areas.

Conduct:

While in the facilities, Advanced Fitness Concepts does not permit and will not tolerate any inappropriate conduct. Such conduct includes, without limitation, using loud, abusive, offensive, insulting, demeaning language, profanity, lewd conduct or any conduct that harasses or is bothersome to members or Advanced Fitness Concepts' employees.

No Alcohol, Drugs, or Smoking:

You cannot use the facilities or engage in any activity at Advanced Fitness Concepts while under the influence of illegal drugs or alcohol. Also, Advanced Fitness Concepts does not permit smoking, alcohol, illegal drugs, including steroids in its facilities.

Termination for Cause by Advanced Fitness Concepts:

Advanced Fitness Concepts may, at its option, terminate your membership if (1) you fail to make timely payments under any payment plan, (2) any monthly payments or dues are late, (3) the monthly EFT payments or dues are interrupted or discontinued for any reason and you or your cosigned do not provide an acceptable alternative, (4) you fail to follow any of Advanced Fitness Concepts' membership policies or rules or violate any part of this Agreement, or (5) your conduct is improper or harmful to the best interest of Advanced Fitness Concepts or its members. Termination is effective on the date Advanced Fitness Concepts mails a written notice to your last known address. You are liable for all financial obligations until that date. If you prepaid your dues, gym will not refund any unused portion, and you must return your membership ID card.

Termination without Cause by Advanced Fitness Concepts:

Advanced Fitness Concepts reserves the right to terminate your membership for any reason not stated above and is not prohibited by law. If Advanced Fitness Concepts does, it will mail a termination notice to you and refund any unused prepaid monthly dues.

I HAVE READ AND UNDERSTOOD THE MEMBERSHIP POLICIES AND RULES.

Member

Date

WAIVER AND RELEASE FROM LIABILITY FOR USE OF EXERCISE FACILITY

I, _____, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Advanced Fitness Concepts Inc. and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises of, or for the benefit of, Advanced Fitness Concepts Inc.

I understand that the activities that I will participate in are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me or my property, that I may have against the aforementioned released party to such activity.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with Advanced Fitness Concepts Inc. including but not limited to taking aerobics classes or other cardiovascular activities classes at the facility, using the facility and its equipment in any manner, form or fashion, and practicing and/or engaging in weightlifting activities, or other related activities on and off the premises. Use of the facility and its equipment includes but is not limited to mean use of hot tub, sauna, steam room, tanning bed, daycare, basketball court, tennis courts, track, recreational lounge, nautilus, etc.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Advanced Fitness Concepts Inc., whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver.

Date

Printed Name

Signature