



## FIT-KIDS REGISTRATION

Member Name: \_\_\_\_\_

Child(ren) Name(s) and Age(s) : \_\_\_\_\_

Membership: \_\_\_\_\_

### Welcome to FIT-Kids at The FIT-Body LAB!

Fitness Studio Access: You have selected the \_\_\_\_\_ type of membership that's right for you. As a reminder, club access depends on level and type of membership purchased.

#### Membership Dues:

- Monthly dues may only be increased a maximum of 5%, once/calendar year
- No increase within the first 12 months of your membership
- All disputes between you and us, except personal injury claims, will be resolved through binding arbitration or small claims court
- Any arbitration under this agreement will take place on an individual basis; class arbitrations and class actions are not permitted
- If you do not want to be bound by this arbitration provision you must notify us within 30 days of signing your Agreement by providing written notice as detailed
- Personal injury claims are not subject to arbitration; personal injury claims will be handled in the courts (Please see Waiver of Liability and Covenant Not-to-sue agreement for more details). RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY: This agreement includes a Release of Liability, Assumption of Risk and Indemnity Provision. INT. \_\_\_\_\_

**RESTROOM ACCESSIBILITY-TRANSGENDER EQUAL OPPORTUNITY POLICY:** As set forth in FIT LAB's Policies and as per "ADA" policies, all members shall have full and equal access to the facility. Consistent with this Policy, all members shall have access to the restroom facilities that correspond to the member's gender identity, regardless of the member's sex assigned at birth. Each member should determine the most appropriate option for her/himself. Any member who believes they have been treated unfairly opposite any of the Equal Opportunity policies above should report to gym management or call us at (469) 271-6164. INT. \_\_\_\_\_

**PERSONAL INFORMATION AND PRIVACY:** Our Privacy Policies and Practices with respect to collection, sharing and privacy of your personal information are simple; We NEVER share ANY personal information with any 3<sup>rd</sup> party; this policy has a ZERO TOLERANCE clause. INT. \_\_\_\_\_

**CONFLICTS REGARDING USE:** Do not linger or monopolize the equipment, as other members may want to use it. In short, observe gym etiquette. If there is a usage conflict, let FIT LAB mgmt. resolve it. INT. \_\_\_\_\_

**GENERAL POLICIES FOR MINORS:** Please check with the front desk for specific Rules, policies and fees covering the FITKIDS' and minors. You and your minor children must follow any such Rules or policies and pay any applicable fees. To join FIT LAB you must be at least 8 years of age (FITKIDS' ONLY) and you will need, the financial guaranty of a parent or guardian and the parent or guardian must sign the membership agreement. INT. \_\_\_\_\_

**Minors Under 14:** May not use FIT LAB facilities at any time unless accompanied by a parent or guardian at all times when in the facility, unless the minor is in FITKIDS' or participating in a FIT LAB approved youth program. If your minor child does not behave, FIT LAB may ask you to make other arrangements. INT. \_\_\_\_\_

**PROHIBITED ITEMS AND ACTIVITIES:** No Alcohol, Drugs, or Smoking: You cannot engage in any activity at FIT LAB while under the influence of illegal drugs or alcohol. FIT LAB does not permit smoking, vaping, alcohol, or illegal drugs, including steroids, in any of its facilities. No Weapons: No weapons of any kind are permitted in FIT LAB facilities. No Photographic or Video Equipment: No photography, videotaping, filming or audio recording in FIT LAB facilities without prior written permission of the management. **Personal Training:** No member may train another member for compensation or engage in competitive activities in the FIT LAB facility. If FIT LAB determines that such training or activity occurs at the facility, the trainer and/or trainee may lose their membership. INT. \_\_\_\_\_

**VIOLATION OF POLICIES OR RULES:** If any member or guest violates any of the Policies or Rules, FIT LAB will ask that person to stop or leave. A member's violation of any of the Policies or Rules may also cause FIT LAB, in its sole discretion, to terminate that person's membership and/or other agreements. INT. \_\_\_\_\_

**REPRESENTATIONS: Physical Condition & No Medical Advice:** You represent that you're in good physical condition & have no medical reason/impairment that might prevent you from your intended use of FIT LAB's facilities. As such, you acknowledge that FIT LAB 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 with your doctor before using the facilities. You acknowledge that you have been informed that FIT LAB has available a Fitness Assessment designed for you to determine whether you should consult a physician before participating in an exercise program and that you understand FIT LAB assumes no liability for any physical activity you undertake, including w/out limitation if you undertake physical activity without consulting your doctor or against the advice of your doctor. INT. \_\_\_\_\_

**LIMITED USE:** If you know or should know you have any problem that might prevent you from using FIT LAB facilities and you sign this agreement, you agree that your membership is limited accordingly. However, because it's your choice, you still must pay your dues as if you could use the facilities. INT. \_\_\_\_\_

**LIABILITY OF PROPERTY:** FIT LAB is not liable to you or your guest for any personal property that is damaged, lost, or stolen while on or around FIT LAB's premises including, but not limited to, a vehicle or its contents or any property left in the facility. If you or your guest cause any damage to FIT LAB's facilities, you are liable to FIT LAB for its cost of repair or replacement. INT. \_\_\_\_\_

**Entire Agreement & Enforcement:** You acknowledge that neither FIT LAB, nor anyone else, made any representations or promises upon which you relied that are not stated in this agreement. Handwritten changes to this agreement are not valid. This Agreement contains the entire agreement between you and FIT LAB, and replaces any prior agreements, representations or promises by or between you and FIT LAB, whether written or oral, with respect to the subject matter of this Agreement. INT. \_\_\_\_\_

Member # \_\_\_\_\_

Address: 2552-1 Stonebrook Parkway #375

City: Frisco State: TX Zip: 75034

Membership: \_\_\_\_\_ (\$payment/mos.) \_\_\_\_\_

PERSONAL INFO: Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Age: \_\_\_\_\_ Gender: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: TX Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_ Employer: \_\_\_ N/A \_\_\_\_\_

ACCOUNTING: Initiation Fee: \$ \_\_\_ waived \_\_\_\_\_ Dues for Prorated Days: \$ \_\_\_\_\_ on payment plans and/or payment authorization. First Month's Dues: \$ \_\_\_\_\_ Last Month's Dues: \$ \_\_\_\_\_ All monthly dues memberships subject to dues increase after Annual Fee Taxes/Fees/Surcharges: \$ \_\_\_\_\_ 3/6 months.

Balance Due: \$ \_\_\_\_\_ INT. \_\_\_\_\_

**By signing below:** 1. You acknowledge and agree that you have read this agreement and you agree to all the terms on all pages of this agreement and acknowledge that you have received a copy of it and the membership policies; AND 2. You consent to the use of an electronic signature to record your commitment to the terms of this Agreement. NOTICE TO PURCHASER: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT OR IF IT CONTAINS BLANK SPACES. IF YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER OF THIS FACILITY, YOU MAY CANCEL THIS CONTRACT BY MAILING TO THE FIT LAB BY MIDNIGHT OF THE SECOND BUSINESS DAY AFTER THE DAY YOU SIGN THIS CONTRACT, A NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS: FIT-Body LAB, LLC. 2552-1 Stonebrook Pkwy #375. Frisco, TX 75034. Your Agreement is a MONTHLY PAYMENT - Membership BEGINS: \_\_\_/\_\_\_/2019\_\_\_ MONTHLY DUES: \$\_\_\_\_\_ Your Monthly Payment Membership may be terminated as explained above. Initiation fees, dues for prorated days, and first month are nonrefundable, unless specifically stated otherwise. You understand that your agreement is for a continuous service and the minimum term of your agreement includes any prorated days (up to 28 days) plus your first month. You understand that your agreement begins on the day shown above after 'Begins: \_\_\_'. You understand that you shall make monthly payments for your agreement and that FIT LAB will charge you for those monthly payments on a monthly basis starting on the date shown above; Begin Date' and again on the same date each month thereafter while your agreement is in effect. Your monthly dues rate is shown above and that same rate shall apply each month (subject to any dues increases pursuant to this agreement, regardless of the number of days in each month. In other words, the same rate will apply for February (a 28-day month) as March (a 31-day month). Upon receipt of your request to cancel your membership, your FIT LAB access and membership will end after your paid period ends, which includes any remaining paid days. INT. \_\_\_\_\_

MEMBER SIGNATURE: \_\_\_\_\_ DATE SIGNED: \_\_\_/\_\_\_/\_\_\_

On behalf of my minor child(ren) (name(s): \_\_\_\_\_) and myself, I have read and agree to all the provisions of this Agreement, including the Release of Liability, Indemnification, Assumption of Risk and Agreement to Arbitrate provisions and I understand and agree that I must defend and indemnify FIT LAB to the fullest extent permitted by law for any claim brought by my minor child against FIT LAB, even if FIT LAB or anyone on its behalf was negligent. I also promise to pay any financial obligation that my minor child does not pay for any reason. If I signed the Payment and Transfer Authorization, I agree to directly pay according to the terms in this agreement.

INT. \_\_\_\_\_

Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

**PAYMENT AND TRANSFER AUTHORIZATION:**

Member Name: \_\_\_\_\_

Member # \_\_\_\_\_

PAYMENT DUE NOW: (non-refundable): \$ \_\_\_\_\_

ACCOUNT TYPE: (Banking Institution): \_\_\_\_\_

I want amounts I owe to FIT-Body LAB, LLC., ("FIT LAB") under this Agreement to be paid through one of the following (a) my debit card, (b) debits to my bank account through the ACH (a) and (b) each an ("EFT"), or (c) charges to my credit card account ("CC"), as indicated above, for the purpose of making the scheduled payments on the Balance Due (together with any related fees, taxes or charges). My signature below constitutes my authorization and agreement to the following terms for those EFT or CC charges: 1. I authorize FIT LAB, on the scheduled payment dates, or within 2 business days after such dates, to charge my above listed credit card account, or to initiate an EFT from the account I designated above or any successor or replacement card or account, for the Balance Due indicated above. If my card or account expires or is replaced, I agree to notify FIT LAB promptly of my new card or account. 2. My authorization will remain in effect until cancelled by FIT LAB, or by me. I may cancel by providing notice to FIT LAB in writing at 2552-1 Stonebrook Parkway #375, Frisco, TX 75034 OR by phone at (469) 271-6164, as set forth in this Agreement. Even after my notice of cancellation, I authorize FIT LAB to charge or debit my account for any Balance Due amounts I owe under this Agreement up to the date this Agreement ends and I agree to be bound by the terms and conditions of this Agreement until my Agreement privileges end. 3. If my EFT or CC is rejected or returned unpaid for any reason, I authorize FIT LAB to resubmit it for payment one or more subsequent times in the future. If amounts I owe to FIT LAB are not paid because an EFT debit or CC does not go through, for any reason my failure to pay those amounts may result in the suspension or termination of my membership. INT. \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**AUTHORIZATION FOR DUES DIRECT AND ANNUAL FEE PAYMENTS**

Account Type: \_\_\_\_\_

Name of Banking Institution: \_\_\_\_\_

Account Holder Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Routing Number: \_\_\_\_\_

You agree to pay FIT LAB a fee for any returned check, or other non-payments, such as for insufficient funds, closed account, frozen or declined credit or similar circumstances. The current fee is \$25.00, but is subject to change at FIT LAB's discretion without prior notice. INT. \_\_\_\_\_

by or between you and FIT LAB, whether written or oral, with respect to the subject matter of this Agreement. INT. \_\_\_\_\_

**Member Authorization:**

Member Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

FIT-Body LAB, LLC Authorization/3<sup>rd</sup> Party:

FIT-Body Staff: \_\_\_\_\_ Date: \_\_\_\_\_

2552-1 Stonebrook Pkwy. #375. Frisco, TX 75034

Owner/Head Coach: \_\_\_\_\_ Date: \_\_\_\_\_

2552-1 Stonebrook Pkwy. #375. Frisco, TX 75034