

CrossFit 312 Membership Agreement

Agreement made on the _____ (Date), between **Chi City Barbell Club LLC**. referred to herein as the Crossfit 312 (CF312), and

_____ (Name)

_____ (Address, City, State, Zip)

_____ (Email)

Both parties agree as follows:

1. Membership Fees

All fees and schedules are subject to change without notice. There are no refunds for membership fees. **The member's credit card will be charged on the first of every month.**

- a. 03-Month Membership* - Unlimited = \$175.00
- b. 03-Month Membership* - 3/Week = \$125.00
- c. 12-Month Membership - Unlimited = \$150.00
- d. 12-Month Membership - 3/Week = \$110.00
- e. Month-to-Month Membership –Unlimited = \$185.00
- f. Month-to-Month Membership – 3/Week = \$135.00

**Initial 3 month memberships will be at 12 month rates.*

All membership packages rates are per calendar month, paid monthly.

2. Three-Day Right of Rescission

New members have three days after signing this Agreement to cancel their membership without penalty. If the Agreement is cancelled within three days, CF312 will return to the member within thirty days of all amounts paid. To cancel, new members must call or come into CF312 and inform CF312 of their wishes to cancel.

3. Freeze Policy

Members may put their membership on freeze, in one calendar month increments, for up to three calendar months per year for a **fee of \$50 per freeze request**. Notice of freeze must be given to CF312 over the telephone or in person any time during business hours **prior to the first day of the month to be frozen**. Members will not be billed for membership during frozen months. Billing will resume automatically upon end of freeze. The current membership agreement will be extended by the number of months frozen.

4. Late Payment / Declined Credit Card Fees

A late payment/declined credit card **fee of \$15 will be charged on any payment past due**. Membership fees must be paid on or before the first day of the month.

5. Cancellation of Membership by Member

A member may cancel his/her membership at any time upon payment of a **cancellation fee equal to two-months of membership** at current rate stated in this agreement. A member may cancel his/her membership without paying the cancellation fee if they move more than 50 miles further from CF312 or they suffer a physical disability, which will prevent them from using the facility for more than six months. Members may cancel memberships by notifying CF312 of their wish to cancel over the phone or in person, any time during business hours **prior to the first day of the month to be cancelled**. There are no refunds for membership fees, and CF312 will not prorate a cancelled membership.

6. Attire

No open toed shoes or sandals are allowed in the training area during class times.

7. Lost Articles

CF312 assumes no responsibility for lost or stolen articles. Lost and found articles not claimed will be donated to charity.

8. Smoking, Food and Drink.

No smoking is allowed in any part of the facility. Food or drink may be taken into workout areas if it is in a non-breakable, enclosed container.

9. Children

Members must be 16 years of age or older unless supervised by a parent or legal guardian at all times. Guest/Visitors under the age of 16 must be supervised by a parent or legal guardian at all times.

10. Conduct

CF312 is committed to the health, safety, welfare of each of its members and staff and will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. CF312 has the right to judge behavior and respond accordingly. This right includes, but is not limited to, termination of membership of any member engaging in unacceptable behavior.

11. Damages

Members shall pay for any damages to CF312 property which results from the willful or negligent conduct of member, member's guest or dependent children.

12. Rules and/or Regulations

Members who do not observe CF312 rules and regulations or who abuse equipment in any fashion will be asked to leave. The management reserves the right to terminate membership to anyone who refuses to observe any of CF312's rules or regulations. Not all rules and regulations are listed in this agreement. CF312 reserves the rights to add, change or remove rules, conditions of membership, opening and closing hours, and all services and facilities offered by CF312

13. Waiver, Release and Assumption of Risk

- a. The undersigned member (hereinafter referred to as **Member**) understands and agrees that he/she is voluntarily participating in physical activities which may expose Member to some level of risk or injury, and Member represents that he/she is aware of the nature of these activities and agrees to accept any and all risks associated with participation in these activities.
- b. *Member* represents that he/she is in good physical health, and that *Member* shall notify CF312 in writing if he/she becomes unable to participate in an activity due to some physical or mental considerations. In consideration of CF312 allowing *Member* to participate in physical activity, *Member* agrees to indemnify and hold CF312 harmless, as well as its directors, agents, officers, and employees, against loss (including reasonable attorney fees) from any and all claims of negligence, demands, rights, or causes of action of any kind or nature that may hereafter at any time be made or brought by *Member* or on *Member's* behalf for any know or unknown, foreseen or unforeseen bodily or personal injuries, damages to property and consequences thereof which may be sustained by Member as a direct or indirect result of participating in the aforementioned activities and use of the equipment of CF312.
- c. The provision of the Paragraph shall continue to full force and effect even after the termination of *Member's* membership with CF312.

14. Miscellaneous

- a. This Agreement contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this may be waived, altered, amended or repealed, in whole or in part, only upon prior written consent of all parties.
- b. *Member* has read, and fully agrees to the term of this Agreement and understands and agrees that by signing this Agreement (**which contains a waiver, release and assumption of risks**) *Member* has given up considerable future legal rights. Member has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him/her. *Member* certifies and warrants that he/she is 18 years of age or older and mentally competent to enter into this Agreement.

WITNESS our signatures as of the day and date first above stated.

By _____

**Chi City Barbell LLC / CrossFit 312 (CF312)
Staff Member, Director or Manager; Principal**

MEMBER

Credit Card Authorization Form

CARD HOLDER INFORMATION

Name on Card:		
Card Holder Billing Address:		
City:	State:	Zip:
Telephone:	Email Address:	

PRE-SALE MEMBERSHIP DEAL 10% OFF ALL 12MONTH CONTRACTS

- 12-Month "Membership - Unlimited" = \$135.00 per calendar month paid monthly
- 12-Month "Membership - 3/Week" = \$99.00 per calendar month paid monthly
- 03-Month "Membership - Unlimited" = \$175.00 per calendar month paid monthly
- 03-Month "Membership - 3/Week" = \$125.00 per calendar month paid monthly
- Month-to-Month "Membership - Unlimited" = \$185.00 per calendar month paid monthly
- Month-to-Month "Membership - 3/Week" = \$135.00 per calendar month paid monthly

PAYMENT AUTHORIZATION

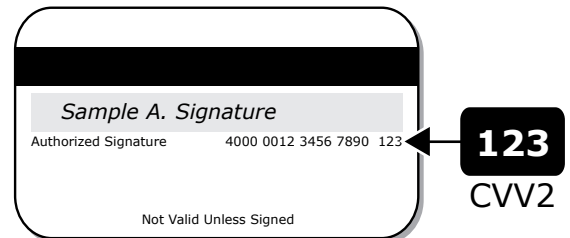
Card Type: Visa MasterCard Discover

Card Number: _____ Exp. Date: _____

Card Identification Number: _____

Please reference the picture to the right for the location of this number on your card. (CVV2)

(Visa, Mastercard & Discover: 3 digits on back)



First payment charged on Monday, October 4th 2010

I wish to authorize the purchase of services/merchandise from Chi City Barbell Club, LLC. a.k.a. CrossFit 312 (CF312). using this Credit Card Authorization Form. I agree that I will pay for this purchase and indemnify and hold CF312 harmless against any liability pursuant to this authorization. I understand that my signature on this form will serve as authorized signature on the credit card charge slip. This authorization is valid for a period of one (1) year.

Directions: Please print this page, fill in all required information above, scan and email it to the following address: sean@crossfit312.com

CONFIDENTIAL

EMAIL COMPLETED FORM(S) TO SEAN@CROSSFIT312.COM

Print Name: _____ Signature: _____ Date: _____