



SEAHORSE MEMBERSHIP AGREEMENT

Registration status New Member Renewing Membership

Member Name: _____

(First) (Middle) (Last)

Gender: Male ___ Female ___ Birth Date: _____

Street: _____ Apt Number: _____

City: _____ State: _____ Zip Code: _____

Contact: Cell () _____

Home () _____

Work () _____

Email: _____

Emergency Contact: _____

Phone: _____

Referral Name: _____

Account # : _____

For Office Use Only

Write Date: _____ Effective Date: _____

Annual Billing Membership

Period Covered by Payment _____ to _____

Previous Member Info: Member # _____ MIO _____

Payment Method

Cash: Total paid: _____ Paid Date: _____

Check: Check #: _____ Paid Date: _____

ADDITIONAL MEMBERSHIP AGREEMENT TERMS

MEMBERSHIP PAYMENT AND TERMS

- 1.1 **Rules, Regulations and Schedules.** Each member (members) shall complete and sign a membership agreement and agree to abide by the rules, regulations and schedules of the club, which may be posted at the club or issued orally, and which may be amended from time to time at the club's sole discretion. Upon joining, members must pay the appropriate initial charges, at the sole discretion of the club, a membership may be revoked at any time if in the reasonable judgment of the club the member consistently fails to observe the Rules and Regulations or has otherwise behaved in a manner contrary to the best interests of the club or the club's members.
- 1.2 **Member's Obligation.** Member shall not be relieved of the obligation to make payments agreed to and no deduction from any payments shall be made because of member's failure to use the club's facilities. Dues are for the period stated in the Agreement.
- 1.3 **Initiation Fee.** There will be a one-time initiation fee. This fee will change from time to time at the club's discretion. This fee is non-refundable. Resignation from the club shall not terminate the obligation to pay the initiation fee in full. There will be no further initiation fee as long as the membership has not terminated or expired.
- 1.4 **Annual Dues and other Fees.** Member shall pay, in advance, annual membership dues. The club may adjust annually upon giving members thirty (30) days prior notice, posted in the club and/or sent by mail.
- 1.5 **Form of Payment.** Annual dues and incidental charges are payable by cash or checks ONLY.
- 1.6 **Dishonored Check.** If any check is returned, rejected or dishonored, management will, in each instance (a) assess a charge equal to any charge imposed by the financial institution, any costs and expenses incurred in connection plus an administrative fee of twenty-five dollar (\$25), and (b) collect the current and past dues balance in any subsequent month.
- 1.7 **Limited Memberships.** Memberships may be limited so that members may have reasonable access to club facilities. It is to be expected that there may be occasional delays, especially during peak hours, in using the fitness equipment; that members may not always be able to reserve a court for the preferred time; or that members may not always be able to attend preferred exercise classes.
- 1.8 **Unpaid Balances.** Any unpaid balance for membership fees, goods or services past thirty (30) days may result in suspension of club privileges. Member or Buyer is obligated to pay any costs incurred by the club for collection. The renewal fee for annual memberships must be paid by 12:00 midnight on the anniversary date or club privileges will be suspended and a new initiation fee will be required, the club reserves the right to change past due balances, plus applicable charges, to the membership account.
- 1.9 **Membership term.** The term of membership is a minimum one-year period (unless the agreement states otherwise), after which the member may cancel the membership for any reason by following the procedures below. After the first term, as long as the member is in good standing, the membership will automatically continue on a yearly basis.
- 1.10 **Freeze policy.** If you are medically unable to use the club Members may request a freeze of their membership for up to 6 months. Member must provide a doctor's note at the time of requesting a freeze. The club reserves the right to verify the note with the doctor. The club reserves the right to adjust the freeze policy from time to time.

Cancellation of Membership.

- 1.1 To cancel a membership before the completion of the original term, the member must follow the procedure described in (1.2 below), plus pay an administrative fee of twenty-five dollar(\$25)m which may be adjusted from time to time, plus \$175 club
- 1.2 To cancel a membership after completing the original term, the member must (1) complete a cancellation request form at Seahorse Fitness Inc at least 30 days prior to the cancellation date: (2) pay the next scheduled annual dues payment (3) relinquish his or her membership card; and (4) pay in full any unpaid dues or indebtedness incurred prior to the cancellation date. At the end of the thirty (30) days, no further dues shall accrue. Canceling members shall receive temporary authorization, providing access to the club through the termination date. Additional information about canceling is available at 888-668 8018 or www.seahorsefitnessinc.com
- 2.0 **Member Risk.** Members and guests shall hold the club harmless for any loss, theft, cost, claim, injury, damage or liability incurred as a result of club use and membership activities, except resulting from the negligence of the club.
- 2.1 **Member's Health Warranty.** Members represents that member is in good health and has no disability, impairment, injury, diseases, or ailment, preventing him or her from engaging in activities or passive exercise or which could cause increased risk of injury or adverse health consequences as a result of exercise. Members assume full responsibility for his or her use of the facility and shall indemnify Seahorse Fitness Inc, the owner of the club location the member is utilizing, its affiliates, agents and employees, against any and all liability arising out of the use of facilities. Physical examinations by your physician are recommended for all members before commencing any exercise program, and especially for members who are at risk, including but not limited to elderly or pregnant members, or member unaccustomed to physical exertion, or who have physical limitations, a history of high blood pressures, heart problems or other chronic illnesses.
- 2.2 **Medical disclaimer.** Each member has been informed and acknowledges that the club has made no claims as to medical results that can or may be obtained through use of the facilities. The club has neither suggested nor will suggest any medical treatment to members. Only licensed medical professionals are qualified to give medical advices. Members are instructed not to act on the advice given by any unlicensed employee unless such advice has been written by their licensed physician professional. Each member represents that there are no medical or physical conditions that would preclude the use of the club's exercise facilities and each member further represent that he/she has not been instructed by any physician to use the club.
- 2.3 **Orientation.** Members are strongly encouraged to take advantage of the free initial orientation and ongoing support available to ensure the proper and safe use of all the equipment.
- 2.4 **Activity Risk.** Any strenuous athletic or physical activity involves certain risks. Members and their guests assume the risk of any and all accidents or injuries of any kind that ma be sustained by, or in connection with, use if the facilities and release, hold the club harmless, discharge and absolve the club, its agents and employees from any and all liability or responsibility except if such accident or injury is the result of the negligence of the club, its agents or employees.

Member's Signature _____

Date _____