



MEMBERSHIP FORM

Member Information

Name: _____ (The "Member) Gender: Male Female
Address: _____ Apt. # _____ Email: _____
City: _____ State: _____ Zip: _____ Employer: _____
Best contact Phone: (____) _____ - _____ Work Phone: (____) _____ - _____ DOB: ____/____/____
EMERGENCY CONTACT: _____ Relationship: _____ Phone: (____) _____ - _____

Membership Payment Agreement

1. Enrollment: _____ (Non-Refundable) Monthly Dues Start: _____
2. Prepaid Dues: _____ Initial Term: _____ months
3. First Month _____ Initial Term Ends: _____
4. Last Month _____ Monthly Dues Amount: _____
5. Prorated Dues: _____ Amenities: () Gym Access 24/7 () limited hours () # visits _____
6. Subtotal: _____ () Patient/member
7. Tax: _____
8. Total Today: _____ If Paid in Full (PIF): Paid Months _____

9. Enrollment Fees: If your membership lapses for a period of 12 months, upon rejoining you will be subject to repayment of the "enrollment fees". _____ Initials
10. Membership Holds: Memberships can only be placed on hold for medical reasons. A doctor's prescription will be required. _____ Initials

EFT Authorization

11. I hereby authorize Peak Fitness, or its' agent to draft, via Electronic Funds Transfer, the amount of \$_____ per month for a period of ____ continuous months. I also understand that immediately following the initial term of this agreement my dues will continue every month on a month by month basis until Peak Fitness is served with a written request for cancellation. All written requests to cancel must take effect no sooner than 30 days from the date noticed was postmarked. I further understand that if I am submitting my cancellation prior to the date indicated in the "Initial Term Ends" portion of this agreement that my cancellation will not be processed until that date. A cancellation form may be picked up at the location. Paid in Full (PIF) memberships will be renewed automatically by Electronic Funds Transfer at the end of the initial term, for the amount of \$_____ for the same term as initial term period, unless cancelled in writing 30 days prior to "Initial Term Ends" date listed above. **If members pay the last month's dues upon joining (as shown in paragraph 4 above), Member's privileges will continue for an additional 30 days (a total of 60 days beyond the date of the last EFT billing). Members must have a zero balance to cancel.** _____ Initials

12. In addition Member agrees to the above stated provisions & the annual Facility Improvement Fee (FIF) of \$35.00 every year that they are a member as a condition of being a member.
13. The annual Facility Improvement Fee (FIF) is drafted according to the month you are enrolling on the following basis:

Enrollment in Jan-Feb-Mar = FIF is due on April 1st
Enrollment in Apr-May-June = FIF is due on July 1st
Enrollment in July-Aug-Sept = FIF is due on Oct 1st
Enrollment in Oct-Nov-Dec = FIF is due on Jan 1st

I understand and agree to the annual Facility Improvement (FIF) as noted above: Initials _____

Name as it appears on account: _____ Account # _____ Routing # or CVVC _____
Street address of billing: _____ City, State, Zip: _____ Expiration Date: _____
Credit Card: # _____ Exp: Date: _____ 3 Digit Code: _____

Buyers Right to Cancel

14. If you wish to cancel this contract, you may cancel by providing written notice by certified or registered mail to Peak Fitness 1025 Airbase Rd Moutain Home, Idaho 83647. This notice must say that you do not wish to be bound by this contact and must be postmarked within 3 business days from the date on this agreement. The processing fee paid at time of enrollment is nonrefundable even if cancelled within the authorized 3 business days. **If 3 day right to cancel is executed, reimbursement of the initial amount paid (minus processing fee) will be made within 30 days of postmarked date of notice by check or credit card reversal.** Initials _____

Acknowledgement of Responsibility

15. You acknowledge and agree that non-members are not allowed within Peak Fitness outside of staffed hours (Mon-Fri 8am - 5 pm Sat: ____am to ____pm) **If you are discovered bringing in or allowing a non-member access to Peak Fitness outside of those staffed hours you agree to pay a \$50 fine per incident.** You further agree that \$50 fine may be deducted from the account you have on file as you billing method within 7 days of incident. Being issued a fine is not a release of contract and in no way releases you from the above term of this agreement. Lastly, you understand that after 3 incidents of being issued a fine that you may be banned from the property of all Orofino Physical Therapy & Wellness facilities. Being banned does not release you from your contract obligations listed above. Initials: _____

Release of Liability

16. The undersigned acknowledges that the use of equipment, food, and nutritional products and services involves an inherent risk of personal injury. The undersigned agrees to assume all risks of personal injury to the undersigned, his or her spouse, children, other family members, guests or invitees waives any and all claims that the undersigned may have against Orofino Physical Therapy & Wellness or any of its agents or successors and assigns (a Orofino Physical Therapy & Wellness Party) for any such personal injury (and no Orofino Physical Therapy & Wellness Party shall be liable to the undersigned or his or her spouse, children, unborn children, and other family members, guests or invitees for any such personal injury) including without limitation (i) injuries arising from the use of any exercise equipment, machines or (ii) injuries arising from participation in supervised or unsupervised activities & programs in exercise rooms, child care facilities ,shower rooms, weight rooms, or other areas of any Orofino Physical Therapy & Wellness facilities, (iii) injuries or medical disorders resulting from exercising at any Orofino Physical Therapy & Wellness facilities including heart attack, strokes, heat stress, sprains, strains, broken bones, and torn or damaged muscles, ligaments or tendons or (iv) accidental injuries within any Orofino Physical Therapy & Wellness facilities, including locker room, dressing rooms, office , workout or cardio area. No Orofino Physical Therapy & Wellness Party shall be liable with respect to any personal property that is damaged, lost, or stolen while on or around Orofino Physical Therapy & Wellness facilities premises including, but not limited to, a vehicle or its contents on any property left in a locker room or on your person.

Do not sign this Agreement until you have read the applicable sections listed on the reverse side of this agreement, Member is entitled to a completely filled in copy of this Agreement.

Member Signature Date ____/____/____ Employee Signature Date ____/____/____

Parent or Guardian Signature Date ____/____/____ Printed Parent or Guardian Signature Date ____/____/____

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS AND SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Provisions of cancellation and refund for services paid in full:

- (A) If health club goes out of business & does not provide an alternative location within 8 miles of original location
- (B) If health club moves its facility closest to the residence of the buyer on the date of the contract to a location more than 8 miles from that residence.

A provision for a refund upon cancellation in an amount computed by dividing the price of the monthly payments paid up front by the number of paid months paid in the contract term. Free months are not part of this calculation.

NOTE: THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGE FROM TIME TO TIME AT THE SOLE DISCRETION OF MANAGEMENT

MEMBER SERVICES AND PRIVILEGES:

All members must check in by swiping their key tag over the check in station/or entering their member number on the key pad on the exterior of the main entrance or by showing their government issued identification card to an employee at the front desk. At no time may a member who has not checked in at the designated station to check in, be within the facility.

Guest privileges are extended to regular members for the purpose of introducing prospective members to the facility. Each guest is limited to a 7 day consecutive pass and must be a local resident residing within 15 miles of the location. Guest must also be at least 18 years of age. Guest must sign in at the front desk as required by facility to have legal access or use of facility and may only be in the building during posted staff hours. Those hours are posted on the exterior of the main entrance of each location.

Abuse or misuse of equipment will not be tolerated. All weights, bars, dumbbells, exercise balls, floor mats, and bands must be returned to their proper place after use, and should not be dropped. Equipment damaged by a member due to improper use or "horseplay" will be required to repair and/or replace that piece of equipment. All weights must be stripped after use. It's your responsibility to wipe off the equipment after use. Disinfectant and towels are provided for this purpose. Loud or abusive language is not permitted. Members should respect other members & staff while training. Be courteous with other members while sharing equipment. No drug use or distributing/selling of any drugs is allowed. No member will be permitted on the premises under the influence of drugs or alcohol. No tobacco or gum is allowed in the workout area. Smoking is prohibited within 25 feet of any entrance, exit or window of the facility.

ATTIRE:

Proper attire must be worn at all times while working out. Street clothing is not permitted in exercise area and appropriate gym shoes must be worn at all times. Flip Flops are not permitted. Removal of outer clothing is permitted for posing if requested and approved in advance by an appropriate agent of the facility.

FOOD AND BEVERAGE:

Non alcoholic drinks are allowed on the workout floor in spill proof containers only. If a drink spill occurs, please report the spill to an agent of the facility immediately. Peak Fitness management reserves the right to revoke drinking privileges due to carelessness or noncompliance. No food to be consumed on the workout floor.

LOCKERS:

Lockers are for day use only for members and guests. Peak Fitness makes no claim and is not responsible in any way if articles are lost or stolen. NOTE: Due to the limited number or locker available, we cannot allow locks to be left on lockers overnight. When this occurs, the locks will be removed and any personal articles in the locker will be put in the lost and found. Lost and found items are donated to charity every Friday. Employees are not allowed to take no responsibility for members' valuables.

CLASSES/BOOTCAMP:

Any aerobic and / or other classes are not necessarily included in regular memberships.

TRAINING:

All personal trainers are by appointment only and enrollment in Personal Training or Boot Camp does not guarantee a specific instructor/trainer. Peak Fitness reserves the right to change instructors/trainers of clients at any time for any reason.

AFTER HOUR POLICY:

Peak Fitness is open 24 hours a day 7 days a week, however we are not staffed 24/7. We have staff hours posted on the exterior of the main entrance of all facilities. These are hours that "NON" members are permitted to be in the building while using an authorized pass. Outside of those posted staff hours "NON" members are not permitted to be in the building for any reason. If a member is discovered bringing in or allowing a "NON" member into the building outside of posted staff hours, they will be charged \$50 After Hour Fine. That fine is due in full at the time of incident. If a member refuses to pay the After Hours Fine, the local police will be called onto the scene and charged will be filed.

PEAK FITNESS RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE FOR ANY REASON AND WITHOUT EXPLANATION.

FOR THE PURPOSE OF THIS AGREEMENT ANY SERVICES OR SESSIONS SHALL BE REFERRED TO AS "MEMBERSHIP"

The hours of operation shall be posted on the premises and may be changed from time to time at the sole discretion of OROFINO PHYSICAL THERAPY & WELLNESS.

TRANSFER OF AGREEMENT:

Membership is transferable to another person at any time with a transfer fee of \$29. Person assuming the membership will be responsible for the remaining "Initial Term" of the original agreement.

USE OF FITNESS FACILITY:

11-15 years of age requires written consent & parental supervision while working out. 16-17 years of age require parental consent but are permitted to use the facility without the supervision of a parent. Any children under the age of 11 are not allowed in any part of the work out area and are only permitted to be within the kid's club room, unless directly involved in posted and authorized kids workout classes.

In order to ensure that PEAK FITNESS facilities are properly maintained, PEAK FITNESS reserves the right to close for not more than one week at any time during the year, and may be closed on legal holidays.

Should your account be delinquent for any period of time your access to the facility and use of services will be suspended until brought current.

VIOLATION OF RULES AND REGULATIONS:

Reasonable rules and regulations may be posted from time to time by PEAK FITNESS and all membership agreements shall be subject to strict compliance therewith. Failure by members to so comply shall permit PEAK FITNESS to revoke such membership, such revocation to be effective upon notice to member. Obligation of payment per membership agreement, however, shall remain in force.

CANCELLATION OF AGREEMENT WHILE WITHIN INITIAL TERM:

PEAK FITNESS does not offer a revision for cancelling this agreement while it is still within its "Initial Term." If you wish to cancel this agreement while you are within its "Initial Term" you may pay 75% of the remaining balance and "walk away" from it. Should you decide to pay the 75% of remaining balance, you will not be entitled to any of the services offered within this agreement.

AUTOMATIC PAYMENT PLAN/EFT AUTHORIZATION:

By authorizing the automatic payment plan you are authorizing PEAK FITNESS or our agent(s) to make charges or withdrawals to the account that you have specified as your EFT Authorization for a gym, tanning, kids club, boot camp, or personal training membership. Until paid in full and cancelled, monthly dues & all other charges are permitted under this contract. You authorize PEAK FITNESS, or its agent(s) to deduct/charge all fees associated with this agreement, to include late or decline fees.

FEES:

Should PEAK FITNESS or its agent not be able to withdraw scheduled payments and you have not made payment at the location by 10 days after it was initially due, you will be assessed up to a \$25 late penalty. If your dues go unpaid for 90 days or more, than the balance of the term of the agreement will become due in full immediately.

You understand that you are responsible for all fees and costs associated with the collection of balance on this account. These fees may include (but not limited to) fees assessed by a collection agency, court costs, skip tracing, private investigators and attorney's fees.

You may choose to pre-pay the outstanding balance of your membership fee at any time.

If your payment is returned to the club unpaid for any reason you understand that you will incur a returned payment fee of up to \$25.00.

ANNUAL FACILITY IMPROVEMENT FEE:

PEAK FITNESS has an annual facility improvement fee to assist with the upkeep and maintenance of the equipment within the facility. This fee is an annual fee that all members are required to pay as part of their normal fees associated with being a member.

Should the facility of the club be unavailable for members' use due to damage by fire, act of God, catastrophe, or accident, your agreement will not be cancelled however, you will be given a credit for future dues up to the length of the closure. PEAK FITNESS reserves the right to establish reasonable reservation policies for group exercise classes and personal training services and may limit availability of these services.