

**MEMBERSHIP AGREEMENT**

**EFFECTIVE DATE:** \_\_\_\_\_

**MEMBER INFORMATION:**

First Name: \_\_\_\_\_ Middle: \_\_\_\_\_ Last Name: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Parent/Guardian Cell Phone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Email Address: \_\_\_\_\_

Parent/Guardian Email: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**MEMBERSHIP TYPE:**

**Monthly Membership (Automatic Renewal) -**

Membership Starts ("Effective Date"): \_\_\_\_\_

Initial Dues (prorated): \_\_\_\_\_

Monthly Dues: \_\_\_\_\_

Monthly Membership will automatically renew on the **1st** day of each month, from month to month. Member may terminate or cancel the Monthly Membership by providing WPI with **thirty (30) days** written notice, as further provided below. Member agrees and authorizes WPI to automatically draft or charge the payment for Monthly Dues from or to Member's checking account, debit card or credit card. **See Membership Agreement below for complete terms and conditions.**

**Term Membership (Prepaid) -**

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

Membership Starts ("Effective Date"): \_\_\_\_\_

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

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

Member acknowledges and agrees that all membership dues paid for Term Memberships are non-refundable and non-transferable. **See Membership Agreement below for complete terms and conditions.**

**Session Package and Single Session Memberships (Prepaid) -**

Purchase Date ("Effective Date"): \_\_\_\_\_

Number of Sessions: \_\_\_\_\_

Package/Session Type: \_\_\_\_\_

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

All prepaid sessions for Session Packages and Per Session Memberships must be used within twelve (12) months of the Effective Date hereof. In the event Member does not use all prepaid sessions within such time, any remaining prepaid sessions shall expire and will be null and void. **See Membership Agreement below for complete terms and conditions.**

**THIS MEMBERSHIP AGREEMENT** (this “**Agreement**”) is made and entered into as of the date set forth on the first page hereof, by and between The Warehouse Performance Institute, LLC (“**WPI**”), an Alabama limited liability company, and the member as identified on the first page hereof (the “**Member**”). The parties to this Agreement may be referred to herein individually as a “**Party**”, or collectively as the “**parties**”.

**WHEREAS**, WPI operates a gym and fitness facility (the “**Facility**”) and provides general and athletic strength and conditioning training and instruction through scheduled group classes, as well as personal training and group classes by appointment (the “**Services**”). WPI offers these services to its members through the sale of Term Memberships, Monthly Memberships, Session Package Memberships, and Per Session Memberships. Member desires to purchase the Services from WPI, as set forth on the front page hereof, and pursuant to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration the foregoing and the premises, releases, promises, and covenants herein contained, and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree, each intending to be legally bound, as follows:

1. **Memberships.** Member hereby agrees to purchase one or more of the following memberships from WPI for certain classes (as identified on the first page hereof), under the terms of this Agreement and the applicable terms for such membership, as provided on the first page hereof and as follows:

1.1 **Monthly Memberships (Automatic Renewal).**

i. *Membership Dues and Term.* Membership dues for Monthly Memberships are paid in advance of the Services and are due and payable on the **1<sup>st</sup>** day of each month (“**Monthly Dues**”) for each one-month term. The Member’s Monthly Membership will automatically renew on the **1<sup>st</sup>** day of each month, from month to month, until terminated by member as provided below. Membership Dues for the first month of the membership will be prorated from the Effective Date through the last day the first calendar month of membership (“**Initial Dues**”).

ii. *Automatic Payment.* Monthly Dues will be paid by automatic electronic payment from Member’s checking account, debit card or credit card. Member agrees and authorizes WPI to automatically draft or charge the payment for Monthly Dues from or to Member’s checking account, debit card or credit card, based on the registration information provided by the Member, and to execute any further written authorizations as may be required by WPI for such purpose. Member agrees to immediately notify WPI in writing of any change in Member’s banking or credit card information (i.e. change in account number, expiration, etc.). Member’s failure to notify WPI of a change in banking or credit card information may result in suspension or cancellation of membership for non-payment.

iii. *Termination by Member.* Member may terminate or cancel the Monthly Membership by providing WPI with **thirty (30) days** written notice of Member’s intent to terminate or cancel the Monthly Membership. The effective date of the termination or cancellation shall be **thirty (30) days** from WPI’s receipt of such notice from Member. Member shall be required to pay prorated Monthly Dues through the effective date of termination, and hereby

authorized WPI to draft or charge the payment of such amount from Member's checking account, debit card or credit card.

1.2 Term Memberships. Membership dues for Term Memberships are prepaid, and shall be due and payable upon registration. The Term Membership shall begin upon registration and are valid for the time period as set forth on the first page hereof ("**Membership Term**"). Member acknowledges and agrees that all membership dues paid for Term Memberships are non-refundable and non-transferable.

1.3 Session Packages and Per Session Memberships. Member's may purchase Session Packages or Per Session Memberships which allow the Member to attend one or more sessions of certain classes, group training sessions or personal training sessions as specifically provided on the first page hereof. Member acknowledges and agrees that all membership dues paid for Session Packages and Per Session Memberships are non-refundable. All prepaid sessions for Session Packages and Per Session Memberships must be used within twelve (12) months of the Effective Date hereof. In the event Member does not use all prepaid sessions within such time, any remaining prepaid sessions shall expire and will be null and void.

2. Payment Obligations. Member agrees to pay the membership dues and fees as set forth on the first page hereof and herein ("**Payment Obligations**"). All payments made pursuant to this Agreement will be paid by Member by ACH transfer, credit or debit card, or other means as expressly agreed to in writing by WPI. Member will pay WPI for all Payment Obligations arising under this Agreement, within the time period set forth on the first page hereof or as otherwise provided herein (the "**Due Date**"). If Member fails to make payment by the Due Date, Member's account will become past due, and WPI shall be entitled, at any time, in its sole discretion, to suspend or cancel Member's membership or otherwise refuse to allow member to attend classes or access the facility, and to require Member to immediately pay all past due balances. WPI will assess a monthly finance charge of 1.5% on all past due balances. Member agrees to be liable to WPI for any and all costs and expenses incurred by WPI for collecting any amounts due under this Agreement, including, without limitation, reasonable attorneys' fees, costs and expenses.

3. Term and Termination. This Agreement will become effective upon execution by the Member (the "**Effective Date**"), and will remain in effect for the applicable term of any membership and will continue to remain in effect for any applicable renewal term, as set forth on the front page hereof.

4. Acknowledgment and Assumption of Risk. MEMBER HEREBY ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN ANY FITNESS OR EXERCISE PROGRAM, INCLUDING, WITHOUT LIMITATION, HEART ATTACK, STROKE, ORTHOPEDIC INJURY, INJURIES CAUSED BY THE USE OF EXERCISE EQUIPMENT AND OTHERS. THESE INJURIES MAY OCCUR SUDDENLY AND WITHOUT WARNING, AND MAY RESULT IN BODILY INJURY OR DEATH. MEMBER ACKNOWLEDGES THAT MEMBER SHOULD CONSULT WITH HIS OR HER PHYSICIAN PRIOR TO BEGINNING ANY FITNESS OR EXERCISE PROGRAM. MEMBER HEREBY REPRESENTS AND

WARRANTS THAT MEMBER IS NOT AWARE OF ANY MEDICAL CONDITION WHICH WOULD RENDER MEMBER UNFIT TO PARTICIPATE IN ANY FITNESS OR EXERCISE PROGRAM, AND THAT MEMBER WILL INFORM WPI IMMEDIATELY OF ANY CHANGE IN MEMBER'S MEDICAL CONDITION. MEMBER HEREBY ACKNOWLEDGES AND AGREES THAT MEMBER IS VOLUNTARILY PARTICIPATING IN THE FITNESS OR EXERCISE PROGRAMS WITH FULL KNOWLEDGE OF THE DANGERS AND RISKS INVOLVED, AND MEMBER DOES HEREBY ACCEPT AND ASSUME ALL RISKS OF INJURY AND DEATH IN CONNECTION THEREWITH.

5. **Release and Indemnification by Member.** In consideration of the use of the Facility and the Services provided by WPI, Member (and his/her heirs, successors and assigns) does hereby WAIVE, RELEASE, ACQUIT and FOREVER DISCHARGE WPI and its owners, affiliates, directors, officers, employees, members, contractors, lessors, instructors, insurers, agents, successors, heirs and assigns (collectively, the "WPI Parties"), from any and all claims, actions, causes of action, suits, demands, losses, rights, damages, cost, expenses, compensation and liabilities of any kind or character, whether known or unknown, foreseen or unforeseen, arising from, on account of or in any way related to this Agreement, Member's use of the Facility, the Services provided by WPI, or the Member's participation in any classes or training sessions, including, without limitation, personal injury, wrongful death or property damage. Member and Member's heirs, successors and assigns do hereby irrevocably covenant to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any suit, action or proceeding of any kind against any of the WPI Parties, in any court or before any tribunal, based upon any matter purported to be released hereby. Without in any way limiting any of the rights and remedies otherwise available to any of the WPI Parties, Member and Member's heirs, successors and assigns will defend, indemnify and hold harmless the WPI Parties, jointly and severally, from and against any and all allegations, claims, actions, causes of action and lawsuits by Member or any third party and all resulting losses, costs, liabilities, damages, fines, injuries, interest or expenses (including reasonable attorneys' fees and costs of investigation and defense) suffered or incurred by any of the WPI Parties, arising directly or indirectly from, attributable to, based upon or in connection with the assertion by or on behalf of Member, Member's heirs, successors and assigns or any third party of any claim or other matter purported to be released hereby.

6. **Authority to Bind Parties and Binding Effect.** Each person signing this Agreement on behalf of a Party represents and warrants that such person has the full right and authority to enter into this Agreement (and any other agreement contemplated hereunder) on behalf of such Party, and the full right and authority to execute all instruments provided for in this Agreement and to fully bind such Party to the terms and obligations of this Agreement. This Agreement shall be binding upon each of the parties hereto, and upon their respective heirs, successors and assigns, and shall inure to the benefit of each of the parties hereto, and their respective heirs, successors and assigns.

7. **Assignment.** Member may not transfer or assign, in whole or in part, any of Member's rights, interests and obligations under this Agreement. This Agreement may be transferred or assigned by WPI upon thirty (30) days written notice to Member.

8. **Governing Law and Venue.** The interpretation, construction and enforcement of the terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. The parties acknowledge and agree that any judicial action or proceeding to enforce the terms of this Agreement shall be brought in a court of competent jurisdiction located in Jefferson County, Alabama.

9. **Miscellaneous Provisions.** The provisions hereof which are to be performed after the date hereof and the several covenants and agreements of the parties contained herein shall survive the execution of this Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes any and all prior agreements and understandings relating to the subject matter hereof. This Agreement may not be waived, extended, amended, supplemented or modified orally, but only by a written instrument signed by the party against whom enforcement of any such waiver, extension, amendment, supplement or modification is sought. If any provision of this Agreement is deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any of the other provisions contained herein. The section and other headings in this Agreement are inserted solely as a matter of convenience and for reference, and are not a part of this Agreement.

**IN WITNESS WHEREOF**, the Member hereby executes this Agreement as of the date first written above, and agrees to be legally bound by its terms.

Participant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature (19 or over): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_