



MEMBERSHIP AGREEMENT

APPLICANT INFORMATION

Name: _____ Phone: _____
 Address: _____ Email: _____
 DOB: _____ Emergency Contact Name: _____
 Address: _____ Emergency Contact No: _____
 City, State Zip: _____ Emergency Contact Email: _____

MEMBERSHIP TYPE AND DUES

Membership Type	Monthly	Annual with Monthly Payments	Annual Paid in Full
Coaching Only			
Facility Use Only			
Facility Use and Coaching			

AGREEMENT

- Application.** The person named above (“Applicant”) applies for membership in the Cycling Studio operated by DAI, LLC (the “Studio”) located at _____. Applicant represents and warrants that Applicant is 18 years of age or older and that the facts and information set forth above in this Membership Agreement (this “Agreement”) and in any other documents, including, but not limited to, any medical release or medical information sheet or any membership application, are true, complete and correct.
- Initial Membership Fee.** Applicant agrees that he/she shall pay an initial membership fee of _____, payable immediately on signing this Agreement.
- Payment.**
 - If Applicant has elected to pay for an annual membership paid in full, the full amount of the membership dues shall be paid immediately upon signing this Agreement.
 - If Applicant has elected to pay for a monthly membership or an annual membership with monthly payments, Applicant must pay the full amount of the first month’s dues immediately upon signing this Agreement. Unless this Agreement is terminated in accordance with the terms in Paragraph 5, on the 1st day of each calendar month following the execution of this Agreement, Applicant’s credit card on file will be charged an additional payment in the amount indicated above.
 - If Applicant’s credit card is denied, Applicant shall have three (3) business days to provide an alternative method of payment. If Applicant does not provide such an alternative method of payment in that time, an additional fee of \$10 shall be charged and Applicant’s right to use the facility or coaching may be terminated.



- 4. **Term.** The term of this Agreement shall be either month-to-month or annual, as indicated above. In any event, this Agreement shall terminate one (1) year from the execution date.
- 5. **Termination.**
 - a. Applicant may terminate this Agreement on 30 days' written notice delivered to the Studio at the address indicated above. If this Agreement is terminated and Applicant has selected an annual agreement, no refund shall be issued. If this Agreement is terminated and Applicant has selected a monthly agreement, if notice of termination is not received by the second (2nd) of the month, Applicant will be charged for one additional month of dues.
 - b. Applicant or Applicant's estate may terminate this contract if Applicant becomes disabled or dies. Disability under this provision means a physical disability that affects Applicant's capacity to use the Studio's facilities, as verified in writing by a physician.
 - c. Applicant may terminate this Agreement if Applicant moves further than 25 miles from the Studio. If Applicant terminates this Agreement for that reason, a refund of any unused prepaid amounts shall be made, less a fee of \$100, or \$50 if this Agreement is terminated more than six months from the execution date.
- 6. **Services and Facilities.**
 - a. If Applicant has selected Coaching Only, Applicant shall have the use of the following facilities/services:

 - b. If Applicant has selected Facility Use Only, Applicant shall have the use of the following facilities/services:

 - c. If Applicant has selected Coaching Only, Applicant shall have the use of all of the above facilities/services.
 - d. Notwithstanding anything to the contrary contained herein, any equipment or classes provided may change at any time.
- 7. **Hours of Operation.** The Studio is generally open from _____ to _____ on the following days _____, subject to closure for certain holidays and unexpected maintenance or other mandatory shutdowns.
- 8. **Rules and Regulations.** Applicant acknowledges and agrees that Studio may, from time-to-time, post additional rules and regulations relating to the use of the facilities and equipment and consents to abide by such rules and regulations.



9. **Intellectual Property.** Applicant acknowledges and agrees that if Applicant receives coaching services from Studio that all workout plans, training schedules and other materials developed by Studio for use by Applicant remain the sole property of Studio and/or its agents. Applicant acknowledges that improper or unpermitted use of these materials will result in significant harm to Studio. Applicant agrees that such damages will be difficult to determine, and therefore agrees to pay liquidated damages in the amount of \$1,000 for any improper or unpermitted use of these materials.
10. **Assumption of Risk.** You agree that if you engage in any physical exercise or activity, including personal training, or enter our premises or use any facility or equipment on our premises for any purpose, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided to you by Trainer or otherwise, including injuries or damages arising out of the negligence of Trainer, whether active or passive, or any of Trainer's affiliates, employees, agents, representatives, successors, and assigns. Your assumption of risk includes, but is not limited to, your use of any exercise equipment (mechanical or otherwise), sports fields, courts, or other areas, locker rooms, sidewalks, parking lots, stairs, pools, whirlpools, saunas, steam rooms, lobby or other general areas of any facilities, or any equipment. You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to cycling, weightlifting, walking, jogging, running, aerobic activities, aquatic activities, or any other sporting or recreational endeavor. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Trainer or otherwise.
11. **Release.** You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Trainer (and Trainer's affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of Trainer, whether active or passive, or any of Trainer's affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from personal training, including injuries resulting from Trainer's or anyone else's negligent inspection or maintenance of the facility or premises.
12. **Indemnification.** By execution of this agreement, you hereby agree to indemnify and hold harmless Trainer from any loss, liability, damage, or cost Trainer may incur due to the provision of personal training by Trainer to you.
13. **Waiver of Liability.** Applicant acknowledges and agrees that there are hazards and risks connected with physical fitness training. Applicant has consulted with a physician before beginning any strenuous physical fitness training and has no undisclosed physical ailments or conditions. Exercise beyond one's physical



limitations and accidents involving exercise equipment may result in serious injury or even death. Applicant acknowledges such risks and undertakes any use of the facilities and/or coaching at their sole risk and agrees that Studio, its owners, managers, officers, members, employees and agents shall not be liable for any harm, injuries, or damages to Applicant or their property, and shall not be subject to any claims, demand, liabilities, damages, or suits whatsoever, including those resulting from any negligence of Studio, or its owners, managers, officers, members, employees, agents or other members of Studio.

You, the buyer, may cancel this agreement at any time prior to the midnight of the fifth business day of the health studio after the date of this agreement, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice, or send a telegram which states that you, the buyer, are canceling this agreement, or words of similar effect. The notice shall be sent to DAI LLC at _____.

I certify that I have read this Agreement and that by signing below, I agree to be bound by all of the terms and conditions hereof. I acknowledge by my signature that a fully executed copy of this Agreement has been provided to me.

Applicant:
Signature: _____
Print Name: _____
Date: _____

Dai LLC:
Signature: _____
By: _____
Date: _____

If Client is under the age of 18, waiver must be signed by parent or legal guardian

Legal Guardian Signature: _____ **I HAVE READ AND UNDERSTAND THIS WAIVER**

Legal Guardian Print Name: _____ **Date:** _____