



MOMENTUM FITNESS MEMBERSHIP AGREEMENT

Date: ___/___/___

MEMBER 1: Name _____ Phone _____ Birthdate _____

Mailing address: _____ Gym location: ___ Bayfield ___ Pagosa ___ Mancos


Email address: _____ Emergency contact: Name _____ Phone _____

MEMBER 2: Name _____ Phone _____ Birthdate _____

Additional kids (14-17 years): Rate adjustment will be made when you meet staff to pick up swipe cards. Additional adults must be on their own membership. **Child 3rd member: Name/DOB** _____

Child 4th member: Name/DOB _____ **Child 5th member: Name/DOB** _____

HOW MONTHLY BILLING IS DONE:

You will enter these numbers on the next page.  Memberships are billed automatically each month by FSWB using your routing & account number for Electronic Funds Transfer (EFT). This method is safer & lower cost than credit card billing. Monthly CC billing is ONLY available on stop-anytime terms and has an additional \$3/mo security fee.



18-Month agreement (Becomes month-to-month after 18, if not cancelled). Setup fees waived.

____ Single: \$35.99/mo.
____ 2 members: \$69.98/mo. (2nd member can be an adult, or child 14-17).
____ Initial if you will be adding 3rd/4th member children at \$14.99/each when you meet with staff to pick up swipe cards.
To get the cheapest rate, I agree to complete 18 full paid months OR MORE on automatic billing. First full billing month: ___/___/___
I understand that after 18 months, membership continues month to month until I call to discontinue. **SIGN** _____

12 Month agreement (Becomes month-to-month after 12, if not cancelled). Setup fees \$19.99 per person.

____ Single: \$35.99/month.
____ 2 members: \$69.98/mo. (2nd member can be an adult, or child 14-17).
____ Initial if you will be adding 3rd/4th member children at \$14.99/each when you meet with staff to pick up swipe cards.
To get a lesser rate, I agree to complete 12 full paid months OR MORE on automatic billing. First full billing month: ___/___/___
I understand that after 12 months, membership continues month to month until I call to discontinue. **SIGN** _____

Month-to-month agreement (No commitment. Billed 1 month at a time until you cancel). Setup fees \$19.99 per person.

____ Single: \$44.99/mo.
____ 2 members: \$84.98/mo. (2nd member can be an adult, or child 14-17).
____ Initial if you will be adding 3rd/4th member children at \$14.99/each when you meet with staff to pick up swipe cards.
I agree to be billed automatically until I call to cancel. First full billing month: ___/___/___ **SIGN** _____

ALL MEMBERSHIPS: I won't forget to call with 8-30 day notice if I'd like to discontinue my membership. **SIGN** _____
If choosing 12/18 mo, I understand that I will NOT automatically be cut off after the 12/18th month unless I call. **SIGN** _____
I understand that my personal usage isn't monitored, so my membership wouldn't stop just because I stop coming. **SIGN** _____

Staff use: _____

BILLING AND SECURITY SYSTEM AGREEMENTS:

1. To make billing changes, you MUST call by Friday 5pm before the 23rd of the month prior. Monthly dues won't post until after the 1st, but we cannot make changes after we have sent billing to the bank. SIGN _____
2. Membership fee is based on having 24/7 access, NOT on how many times you use the gym. No refunds are given for non-use of facility. (The bank doesn't stop billing because you stop coming). SIGN _____
3. You must CALL and speak to the billing office to make any billing changes. You must sign a quick and easy form to cancel. No changes can be made by voicemail, notes, text, email, etc. SIGN _____
4. You can use the gym 24/7, but we are NOT staffed 24/7. Members agree to have their photo added to our security system to ensure that only authorized persons enter the facility. Although it may feel rude, do not hold the door for another person coming in or out, even if they are a member. Sign _____
5. THE DOOR MUST SHUT & LOCK BETWEEN EVERY USER. If one person uses their key and 2 people enter, the system will sound an alarm and send pictures to the security company. YOUR ACCOUNT WILL BE BILLED \$20 if the security company sees that you brought an unauthorized guest. Sign _____
6. To bring a guest, call during posted business hours Mon-Fri to purchase their pass & get them their own access code. If they enter on your card, you may be billed \$20 for an unauthorized guest. Sign _____

MONTHLY PAYMENT AUTHORIZATION: You authorize billing to start today, __/__/__

Below account will be billed on the 1st of next month even if you have not yet picked up your swipe card. Prorated 1st month & joining fees are paid by CC when you pick up your swipe card(s). If swipe cards are not picked up by the last day of this month, prorate & joining fees will bill with next month's dues. _____

I authorize monthly payments to be automatically drafted from my account (mark one) ___Checking ___Savings
9-digit Routing # _____ Account # _____ Bank Name: _____

I hereby authorize Momentum Fitness to bill my account \$ __35.99 \$ __69.98 \$ __44.99 \$ __84.98 (or other \$ ____) per month, on or around the 1st of each month, UNTIL I CANCEL MY MEMBERSHIP by speaking to staff on the phone before 5pm the Friday before the 23rd of the month prior, & signing a cancellation form. No refunds after billing has run. If EFT is declined or I do not provide checking account, payments default to credit card provided. Signed _____ date __/__/__

STAFF USE: Monthly billing start date __/__/__ Rate _____ For 12/18 month agreements, may cancel after __/__/__

THE [KINDERGARTEN] RULES OF THE GYM (read & initial):

1. BE NICE to everyone. _____
2. THERE IS A \$10 FEE FOR REPLACEMENT CARDS. Lost cards will be deactivated. _____
3. INSIDE-ONLY SHOES ARE REQUIRED. If you (or anyone else on your agreement) are seen on video tracking mud into the facility, your account will be billed a \$5 cleaning fee. _____
4. CHILD POLICIES: Kids must be within eyesight of parents the entire time and STAY within the designated kids areas. Parents must clean up after children. Momentum is not responsible for supervision or safety of children. _____
5. RACK YOUR WEIGHTS Put all equipment back where it came from when finished or you will be billed a \$5 jerk fee. _____
6. NO FOUL LANGUAGE or offensive behavior. _____
7. CLEAN UP AFTER YOURSELF. Spray and wipe all equipment after use. Flush the toilets when done. _____
8. Bring HEADPHONES if you prefer your own music. NO portable speakers & NO complaining allowed about our music. _____
9. We do not allow or advise heavy unsupervised lifting without a partner or spotter. _____
10. DON'T slam or drop your weights. It's obnoxious and causes them to break. _____

Our bank (First Southwest) will begin processing your EFT at the start of NEXT month, so initial payment must be billed to a credit card.

We know you already gave EFT billing info-- if you are hesitant to give 2 payment methods, you can wait to fill this out until you pick up your swipe card ☺ By signing below, you authorize your cc to be billed amount below. As a courtesy to prevent lockouts, it may also be billed if your EFT becomes invalid or declined. Monthly CC billing is ONLY available on stop-anytime rates, with an additional \$3/mo security fee.

Card number: _____ **Exp date** ____/____/____ **Billing ZIP** _____ **Sign** _____

Prorated remainder of this month: \$ _____ for month of _____
Setup fee: \$ _____ (waived on 18 month agreement)
Other: \$ _____ Notes: _____
Total due today: \$ _____ Staff: initial/date here AFTER you bill CC _____

LIABILITY WAIVER & REVIEW OF POLICIES:

_____The undersigned "member" hereby purchases a membership from MOMENTUM 24/7 FITNESS, LLC, "Momentum Fitness", WITH THE FOLLOWING TERMS AND CONDITIONS: This membership entitles you to use the facilities located at 428 Wolverine Drive Bayfield, 40 N 15th St Pagosa Springs, and 200 E Frontage Rd Mancos. Memberships are a flat fee for unlimited access, not charged per use, so refunds/early cancellations are not given for failure to use your membership. NO REFUNDS are given for any reason.

_____Member shall be entitled to use these private facilities subject to the RULES & REGULATIONS agreed to in this document. In event of any breach of this contract or the rules, inappropriate behavior, or at owners discretion, membership may be immediately terminated.

_____Our facilities are accessible 24 hours per day but we are not staffed at all times, therefore users assume all risk & agree to release owners/associates of all liability. We do have many safety and security features in place including a doorway tailgate system, security cameras, and emergency 911 phones.

_____KIDS are allowed only in designated areas, and must be within eyesight of parents at all times. Parents ACCEPT ALL RESPONSIBILITY FOR SUPERVISION, SAFETY & BEHAVIOR. If kid messes are left, a \$5 cleaning fee will be charged. If children are seen working out, parents will be billed a month membership fee.

_____If you add additional members to your billing, you are responsible for paying for their months. If they wish to cancel early, you are responsible for any/all cancellation fees. Adding members after original start date will change the rate you signed on page 2 & restarts your contract to the date you added them.

_____You understand that when entering, the door must fully close/lock between each member or your account could be billed a \$20 fee for an unauthorized guest.

* 12/18 month agreements: You agree to complete 12/18 FULL PAID months (prorated first month and any frozen months do not count toward term). Members may freeze membership once per calendar year, for 1-3 months, as long as notice to freeze is given (by phone) before the 23rd of the prior month.

IMPORTANT: After your 12/18 month term, we do NOT automatically terminate your membership. It continues at the same price on a month-to-month basis until you ask to discontinue by calling and speaking to the billing office on the phone before 5pm the Friday before the 23rd of the month prior, and signing cancel form.

* Stop-anytime agreements: You may change to a 12 month agreement at any time to switch to lower pricing. Our bank does not notify us when you have completed 12 months, so we cannot drop your rate unless you call. Membership continues until you call and speaking to the billing office (on the phone) before 5pm the Friday before the 23rd of the month prior.

_____You agree/understand that classes/instructors may be changed/discontinued at any time, and a change to class schedule would not be cause for breaking my contract. You may request a free personal training session with a trainer at any time.

_____You agree to the following Limitation of Liability & Full Release of Momentum 24/7 Fitness, LLC: Client, his or hers, assigns and next of kin, agree to fully release Momentum Fitness, its owners, employees, and related entities or other authorized agents, including independent contractors from any and all liability, claims and/or litigation or other actions that Client may have for injuries, disability or death or other damages of any kind, including but not limited to, direct, special, incidental, indirect, punitive, or consequential damages, whether arising in tort, contract, breach of warranty or arising out of participation in the Services, including, but not limited to the Physical Activities, even if caused by the negligence or fault of Momentum Fitness, its owners, employees, and related entities or other authorized agents, including independent contractors. Client is urged to obtain a doctor's clearance before exercising and have this Agreement reviewed by an attorney before signing. You have agreed to purchase a membership at a facility that allows you access at any time. As such, you are aware that there will be no supervision or assistance. You are also aware that if you are injured, become unconscious, suffer a stroke or heart attack, that there will likely be no one to respond to your emergency and this facility has no duty to provide assistance to you. Even though this facility is equipped with surveillance cameras, it is likely that should you require immediate assistance, none will be provided. We HIGHLY recommend that you have a workout partner accompany you during any/all workouts. Because physical exercise can be strenuous and subject to risk of serious injury, Momentum24/7 urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest, child, or participant) agree that if you engage in any physical exercise or activity, or use any Momentum 24/7 amenity on or off premises including a sponsored club event, you do so entirely at your own risk. You agree that you are voluntarily participating in the use of this facility and assume all risks of injury, illness, disease, or death to yourself or any guest or child attending with you. We are also not responsible for any loss of your personal property. This waiver and release of liability includes, without limitation, all injuries which may occur, regardless of negligence, as a result of; (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment, (c) any dietary recommendations and (d) your slipping and /or falling while in the club premises, including adjacent sidewalks and parking areas. You acknowledge that you have carefully read this "waiver and release" and fully understand that it is a release of liability. You expressly agree to release and discharge Momentum 24/7 and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action. You agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against Momentum 24/7 for negligence, personal injury or property damage. Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this agreement will remain in full force.

Signed _____ Date ____/____/____ Phone _____

Would you like a free session with a trainer? _____ Do you prefer the trainer call or text you to schedule? _____

SWIPE CARDS ISSUED:

1st member name/card#: _____ Card pick-up date: _____

2nd member name/card#: _____ Card pick-up date: _____

Other members: _____