

Foothills CrossFit Membership Agreement

Personal Information			
Last Name	First Name	Date of Birth	M/F
Local Address	City	State	Zip Code
Email Address		Phone Number	
Emergency Contact Name / Relationship		Phone Number	Primary Home Address

EFT Request and Authorization: Client hereby authorizes Foothills CrossFit or it assigns to make periodic charges or withdrawals (“EFT Authorization”) from the account used on the payment agreement form by the client accepted by Foothills CrossFit for payment of any and all fees, late charges, costs, expenses or any other monies due to Foothills CrossFit under the terms and conditions of this Agreement. Client understands that Client is entitled to notice of all varying charges and withdrawals under the EFT, but Client waives the right to receive prior notice for charges or withdrawals made with respect to any uncollected payments or portions of the balance due described above and the corresponding service charges, both of which Client agrees are not varying charges or withdrawals. Client may change the account designated herein upon thirty (30) days written notice to, and approved by, Foothills CrossFit. Client may timely notify the financial institution in control of Client’s account to terminate this Request, by such notification will constitute a default and may cause all sums under this Agreement to be due and payable immediately together with all costs of collection to extent permitted by law. Foothills CrossFit or its assigns reserves the right to add the following fees to the Client’s account balance should any of the following occur. Re-submit unpaid EFT draft-ten dollars, unpaid EFT draft (after re-submittal)-fifteen dollars, unpaid credit card debit-fifteen dollars, unpaid customer check-fifteen dollars. Payments received more than ten (10) days after the due date are assessed a late fee- fifteen dollars.

Amount \$ _____ Start Date _____ Circle one of the Following: Recurring or End Date _____

Credit Card t# _____ Exp. Dat _____ CVV _____ Zipcode _____

Routing # _____ Account # _____ Bank: _____

IMPORTANT NOTE: Client, by signing and agreeing to partake in Foothills CrossFit /Fitness Personal Training / Nutritional Program service and related activities, agrees to release Foothills CrossFit from liability due to participation. By signing this Agreement, Client acknowledges that Client has read, understood and agrees with all terms and conditions of this agreement (including the additional terms and conditions on the last page). Client further acknowledges Client had received a filled-in and completed copy of this agreement, which includes the E.F.T. request, the release and waiver of liability, and Additional Terms and Provisions located at the top and bottom of the Agreement. This Agreement constitutes the entire agreement of the parties and no other agreement or understanding exists between Client and Foothills CrossFit has made no express or implied warranties or misrepresentations other than those expressly set forth in this Agreement to induce Client to enter into this Agreement. Any conflict between the original Agreement and any copy of the original Agreement shall be controlled by the original Agreement.

“CUSTOMER'S RIGHT TO CANCEL”
 You may cancel this contract by sending notice of your wish to cancel to the center two business days prior to next renewal payment date. 'Business day' means Monday through Friday excluding state holidays and federal holidays. This notice must be sent certified mail to the following:

Foothills CrossFit
 1520 E. Greenville St. Unit C
 Anderson, SC 29621

Within thirty days of receipt of this notice, the center shall return payments only if there is an error made in Foothills CrossFit’s bookkeeping, when proper notification is given by client to Foothills CrossFit, payment agreement will simply expire and membership terminated. Months are not prorated.

 Foothills CrossFit Signature Client Signature Date

The Membership Service and Release of Liability Agreement: (the “Agreement”) is between Foothills CrossFit and you, the Client (individually, if you are the Client, and/ or as agents guardian of the Client). It is agreed by the between Foothills CrossFit and the Client that Client is purchasing, for the benefit of the Client, a fitness program membership, from Foothills CrossFit according to the terms on this Service Agreement.

Foothills CrossFit Membership Agreement

ADDITIONAL TERMS AND PROVISIONS

RELEASE OF LIABILITY: CLIENT'S ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AND FULL RELEASE FROM LIABILITY OF Foothills CrossFit. CLIENT ACKNOWLEDGES THAT THE GROUP TRAINING/PERSONAL TRAINING/NUTRITIONAL SERVICE PROGRAMS PURCHASED HEREUNDER INCLUDES PARTICIPATION IN STRENUOUS PHYSICAL ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, RUNNING, WEIGHT TRAINING, STATIONARY BICYCLING, GYMNASTIC MOVEMENTS, VARIOUS AEROBIC CONDITIONING MACHINERY AND VARIOUS NUTRITIONAL PROGRAMS OFFERED BY Foothills CrossFit (THE "PHYSICAL ACTIVITIES"). CLIENT ACKNOWLEDGES THESE PHYSICAL ACTIVITIES INVOLVE THE INHERENT RISK OF PHYSICAL INJURIES OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, HEART ATTACKS, MUSCLE STRAINS, PULLS OR TEARS, BROKEN BONES, SHIN SPLINTS, HEAT EXHAUSTION, KNEE/LOWER BACK/FOOT INJURIES AND ANY OTHER ILLNESS, SORENESS, OR INJURY, HOWEVER CAUSED, OCCURRING DURING OR AFTER CLIENT'S PARTICIPATION IN THE PHYSICAL ACTIVITIES. CLIENT FURTHER ACKNOWLEDGES THAT SUCH RISKS INCLUDE, BUT ARE NOT LIMITED TO, INJURIES CAUSED BY THE NEGLIGENCE OF AN INSTRUCTOR OR OTHER PERSON, DEFECTIVE OR IMPROPERLY USED EQUIPMENT, OVER-EXERTION OF A CLIENT, SLIP AND FALL BY CLIENT, OR AN UNKNOWN HEALTH PROBLEM OF CLIENT.

CLIENT AGREES TO ASSUME ALL RISK AND RESPONSIBILITY ARISING FROM PARTICIPATION IN THE PHYSICAL ACTIVITIES. CLIENT AFFIRMS THAT CLIENT IS IN GOOD PHYSICAL CONDITION AND DOES NOT SUFFER FROM ANY DISABILITY THAT WOULD PREVENT OR LIMIT PARTICIPATION IN THE PHYSICAL ACTIVITIES. CLIENT ACKNOWLEDGES PARTICIPATION WILL BE PHYSICALLY AND MENTALLY CHALLENGING, AND CLIENT AGREES THAT IT IS THE RESPONSIBILITY OF CLIENT TO SEEK COMPETENT MEDICAL ADVICE REGARDING ANY CONCERNS OR QUESTIONS CONCERNING THE ABILITY OF CLIENT TO TAKE PART IN Foothills CrossFit PHYSICAL ACTIVITIES. BY SIGNING THIS AGREEMENT, CLIENT AFFIRMS THAT HE OR SHE IS CAPABLE OF PARTICIPATING IN THE PHYSICAL ACTIVITIES. CLIENT AGREES TO ASSUME ALL RISK AND RESPONSIBILITIES FOR EXCEEDING HIS OR HER PHYSICAL LIMITS.

CLIENT, ON BEHALF OF CLIENT, HIS OR HER HEIRS, ASSIGNS AND NEXT OF KIN, WAIVES ANY CLAIMS AGAINST AND RELEASES Foothills CrossFit (AS WELL AS ANY OF ITS OWNERS, EMPLOYEES, OR OTHER AUTHORIZED AGENTS, INCLUDING INDEPENDENT CONTRACTORS) FROM ANY AND ALL LIABILITY, CLAIMS AND/OR CAUSES OF ACTION THAT CLIENT MAY HAVE FOR INJURIES OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO PUNITIVE DAMAGES, ARISING OUT OF PARTICIPATION IN Foothills CrossFit ACTIVITIES, INCLUDING, BUT NOT LIMITED TO THE GROUP TRAINING/PERSONAL TRAINING/ NUTRITIONAL PROGRAMS AND THE PHYSICAL ACTIVITIES.

FITNESS PROGRAM MEMBERSHIP AGREEMENT SERVICES. The service being requested is for coaching designed to progress you toward ELITE FITNESS. The agreement is for coaching services over a specific period of time during which the client is eligible to partake in any and all activities in accordance with their membership package. This is NOT an agreement for a specific number of classes, seminars, or coaching lessons during the agreed upon period.

REFUNDS: No refunds shall be made for services purchased, except as specifically provided in the Agreement.

PAYMENT & BILLING: Client has two options for payment: (1) Payment in full may be made for all services, or (2) Monthly payment by credit card or EFT per the guidelines on page one of the Agreement. The date the Agreement is signed shall be the billing date for the Client. Each month on this date, the monthly payment is charged to the Client's credit card, or deducted from the Client's account

CLIENT'S RIGHT TO CANCEL: The Client may not terminate or cancel the Agreement except as follows: (1) If by reason of death or disability, Client is unable to receive all Foothills CrossFit services for which Client has contracted, Client and Client's estate shall be relieved from the obligation of making payment for services other than those received or obligated prior to death or the onset of disability (subject to signed doctor's note regarding the nature of the disability); and (2) In the event the Client moves further than 25 miles from Foothills CrossFit, Client may terminate this agreement by supplying proof of new residence. If client has prepaid any sum for services, so much of such sum as is allocatable to services client has not taken shall be refunded.

(3) You may cancel this contract by sending notice of your wish to cancel to the center two business days prior to next renewal payment date. 'Business day' means Monday through Friday excluding state holidays and federal holidays. This notice must be sent certified mail to the following:

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Client agrees to the use of pictures taken at Foothills CrossFit or any event attended to be posted on social media and marketing platforms.

CLIENT'S DEFAULT: Client shall be deemed in default of this Agreement upon the failure to comply with any of the terms and conditions of the Agreement, including, but not limited to, the obligation to make any payment as and when due. Upon default Foothills CrossFit have all rights and remedies available, including termination of this Agreement and institution of an action for all applicable damages. If Foothills CrossFit delays or refrains from exercising any rights under this Agreement Foothills CrossFit does not waive, nor will Foothills CrossFit lose those rights. If Foothills CrossFit accepts late or partial payments from the buyer, Foothills CrossFit does not waive the right to receive full and timely payments and other charges due under this Agreement.

READ, UNDERSTOOD & AGREED TO: x _____
1520 E. Greenville St. Unit C Anderson, SC 29621

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