



ELEVATE HEALTH STUDIO, INC. MEMBERSHIP AGREEMENT

AGREEMENT: This AGREEMENT by and between Elevate Health Studio, Inc. and _____ (hereinafter "member") entered on this _____ day of _____, 2018 for 12 months. This agreement will automatically renew until written notice is provided by member.

MEMBERSHIP TYPE (Initial One):

- | | | |
|----------------------------------|----------------------------------|--|
| _____ 4 floor classes/mth | _____ 8 floor classes/mth | _____ unlimited floor classes/mth |
| _____ 4 floor & spin classes/mth | _____ 8 floor & spin classes/mth | _____ unlimited floor & spin classes/mth |
| _____ 4 PT sessions/mth | _____ 8 PT sessions/mth | _____ unlimited PT sessions/mth |

METHOD OF PAYMENT: All memberships and fees are collected via automatic electronic funds transfer (EFT) from a checking account, credit card or debit card. By providing your account information to Elevate Health Studio, Inc. you are authorizing same to automatically bill that account each month as fees become due.

PAYMENT: Member agrees to pay 12 payments of \$_____ monthly to Elevate Health Studio, Inc. Payments are deducted from the member's authorized account on the same day each month for the term of the agreement.

RIGHT TO CANCEL: Membership may be canceled by the member under the following circumstances:

- Illness/injury preventing the member from training. Requires 30 days' written notice and supporting medical documentation.
- Change in residence which prevents the member from attending Elevate. Such change must be in excess of 20 miles from the facility. Requires 30 days' written notice and proof of change of residency.

Memberships may be cancelled for any reason if the member provides 30 days' written notice. "Any reason" cancellations are subject to a \$200 cancellation charge, or the remaining amount due on the agreement, whichever is less. _____

YOU MAY CANCEL THIS TRANSACTION IN WRITING ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

DEFAULT. It is members responsibility to provide new and valid card numbers in advance of monthly draft. A **\$25 fee** will be assessed when expired cards prohibit run of monthly autopay. _____

REFUNDS: Refunds will be given to members the pro rata cost of any unused services within 15 days after request if one of the following are met: (a). Member is unable to receive benefits from Elevate Health Studio by reason of death or disability. If member dies, the estate shall be relieved of any further obligation for payment under the contract not then due and owing.(b) Elevate Health Studio relocates the facility more than 8 miles from its present location, or the services provided are materially impaired. (c) Elevate Health Studio ceases operation.

STATE LAW REQUIRES THAT THIS HEALTH CLUB REGISTER WITH THE BUREAU OF CONSUMER PROTECTION AND ANTITRUST OF THE DEPARTMENT OF JUSTICE AND MAY REQUIRE THAT THIS CLUB POST A BOND TO PROTECT CUSTOMERS WHO PAY IN ADVANCE FOR MEMBERSHIP OR SERVICES IN THE EVENT THIS CLUB CLOSES. YOU SHOULD ASK TO SEE EVIDENCE THAT THIS CLUB HAS EITHER POSTED A BOND IN COMPLIANCE WITH THE LAW OR HAS BEEN EXEMPTED FROM THIS REQUIREMENT BY THE ATTORNEY GENERAL BEFORE YOU SIGN THIS CONTRACT. IF THIS CLUB HAS NOT POSTED SUCH A BOND, AND YOU PAY THIS HEALTH CLUB FOR MORE THAN ONE MONTH'S MEMBERSHIP OR SERVICES IN ADVANCE, THEN YOU ARE PAYING FOR FUTURE SERVICES, AND YOU MAY BE RISKING THE LOSS OF YOUR MONEY IN THE EVENT THAT THE CLUB CEASES TO CONDUCT BUSINESS.

NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ ALL OF IT. ALSO, DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES.

Signature

Date



ELEVATE HEALTH STUDIO, INC. WAIVER AND RELEASE FROM LIABILITY

In consideration of my participation in the exercise program organized and run by Elevate Health Studio, Inc., Bedford NH (the "Program") and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby represent that I desire to engage voluntarily in the Program in order to attempt to improve my physical fitness. I understand that the purpose of the Program is to develop and maintain cardiorespiratory fitness, body composition, flexibility and muscular strength and endurance.

- I acknowledge that participation in a fitness program involves an inherent risk of personal injury, aggravation of pre-existing conditions, and in the most severe and extreme situations, even death. Furthermore, I acknowledge that the effect of exercise on the body cannot be predicted with complete accuracy and that injuries may occur during or following exercise that could lead to complications and adversely affect my health. I understand that I am responsible for monitoring my own condition throughout the exercise program and should any symptoms occur, I will cease my participation and inform the instructor and/or staff member of the symptoms.
I acknowledge that I am voluntarily participating in these activities with the full knowledge and understanding of the potential dangers. I am aware that a consultation with a physician and/or comprehensive medical examination is recommended before entering into any type of exercise and/or wellness program. I further acknowledge that I have either consulted with a physician or that I voluntarily assume all responsibility and liability for using the facilities, equipment, machinery and participating in all supervised and unsupervised programs (including personal training) at Elevate Health Studio.
I agree that all use of Elevate Health Studio, Inc facilities, equipment, programs and services shall be undertaken at my sole risk and that the club shall not be liable for any injuries, accidents or death occurring to me, including those resulting from the club's facilities, programs and services. I also waive and release, now and forever, all claims and causes of action against Elevate Health Studio, Inc., its employees, elected or appointed officers, agents, volunteers, representatives, and all others directly or indirectly connected with Elevate Health Studio, Inc. from any and all personal injuries I may sustain (including death), any medical condition which results, any aggravation of a pre-existing medical condition that I may experience, and any/all other damages or injuries which I sustain in any way from the direct or indirect result of my activities, exercise, training and participation in programs at and involving Elevate Health Studio, Inc. I further hold Elevate Health Studio, Inc. harmless from any loss to personal property which is lost or stolen while I am present at the facility. I, for myself and on behalf of my executors administrators, heirs and assigns do hereby expressly release, discharge, waive, relinquish and covenant not to sue Elevate Health Studio, its employees, affiliates, officers, directors or agents for all such claims, demands, injuries, damages or causes of action, including those resulting from the club's negligence, arising either directly or indirectly out of my participation in, or use of, the club's facilities, programs, and services.

I acknowledge that I have thoroughly read this waiver and release and fully understand that it is a release of liability. By signing this document, I assume all risk and responsibility for my health and well-being and hold harmless Elevate Health Studio, Inc., the facility or any persons involved with the facility. I am waiving any right I or my successors might have to bring a legal action or assert a claim against Elevate Health Studio, Inc. for any injury sustained. ***ALL INFORMATION BELOW IS REQUIRED***

Full Name (please print) Date of Birth

Address City Zip Code Mobile Number [] Check to Opt into Texts

E-Mail Address How'd you hear about Elevate?

Emergency Contact Name Relationship Emergency Contact Number

Please list any injuries, health issues or pre-existing conditions we should be aware of. (i.e. low back pain, recent broken ankle, etc.)

Signature Date