

MEMBERSHIP AGREEMENT

**PEAK Strength and Conditioning (PEAK)
New River Strength and Conditioning, LLC
970 Roanoke Street - Christiansburg, VA. - 24073**

Buyer: First name	Middle	Last	
Member name if different: First	Middle	Last	
Address	City	State	Zip
Home phone	Cell phone	Other contact source	
Date of birth	Email address	Wireless Provider	
Emergency contact name	Phone number	Relationship	

Refer to the Membership Menu to Fill-in the Section Below:

<u>Membership Menu:</u>	Monthly Rates by Length of Commitment			College Student	Special Programs
	12 Mo.	6 Mo.	3 Mo.		
<input type="checkbox"/> Unlimited Group Fitness Classes	\$69	\$79	\$89	\$55	
<input type="checkbox"/> H2Okies Parent Plus					\$75
<input type="checkbox"/> Six-Week Kick Start					\$115
<input type="checkbox"/> 10-Pass for Group Fitness					\$100
<input type="checkbox"/> Non Member Drop-In					\$15
<p align="center"><i>* Family members added to any equal or lesser Group Fitness level for a 30% discount!</i></p> <p align="center"><i>* 5% discount for Teachers, Fire, Police, Rescue & Military.</i></p>					
<p>I will pay my membership monthly with Auto Pay:</p> <p>Membership as selected above for myself plus family members begins ____/____/____. I understand that my dues will be automatically drafted from my credit card or checking account monthly and will continue until the agreement is terminated or cancelled. Buyer Initial </p>	<p>5% Discount for Prepaying annually with a Check!</p> <p>I will prepay my membership in full by check:</p> <p>Membership begins: ____/____/____</p> <p>Membership ends: ____/____/____</p> <p>Prepaid Dues amount: \$ _____</p> <p>Check # _____ Buyer Initial </p>				

Request for Electronic Funds Transfer

As a convenience to me, I authorize my bank or credit card to make payment to Peak Strength and Conditioning, including monthly dues, services, late fees, and any past due amounts. I agree that the treatment of such payment shall be the same as if it were signed personally by me. Payment shall be made via the following method, select ONE.

Checking

Visa

MasterCard

Discover

Amex

ACH Routing # _____ ACH Account # _____ Bank Name: _____

Credit Card Acct# _____ Exp. ____ / ____ CVV _____

Notice to Buyer: Do not sign this until you have read it entirely (pages 1 through 4). By signing below you acknowledge that you have read, understand, and agree to be bound by all of its terms: Signature: _____ Date: _____

Payment Default: If Buyer/Member fails to pay an amount when due, under this Agreement, PEAK shall be entitled, at any time, in its sole discretion, to suspend or cancel Member's membership and to require Member to immediately pay all past due balances. Suspension or cancellation shall not relieve Member from the obligation to pay any unpaid balances. Any payments owing from Member to PEAK that are not received when due, shall bear interest at the highest rate permitted by law. If Member fails to pay any amount due to PEAK when due, Member shall pay all costs and expenses of collection incurred by PEAK, including reasonable attorney's fees and expenses.

Disclaimer of Liability/General Release and Waiver: I understand that I have been, or will be admitted as a member of PEAK, based in material part on this General Release and Waiver. I am fully informed and aware of the nature of the classes and physical dangers therein. As a member of PEAK, I intend to and will engage in strenuous physical activities in classes on PEAK's premises and using equipment at the premises. I understand that these physical activities involve certain risk and exposure to personal injury, which risk and exposure I voluntarily assume for myself and any member of my family, including children who visit PEAK. In consideration of the mutual covenants contained herein and other good and valuable consideration, including the use of PEAK's facilities and any equipment at the premises and the admission of members of my family including children, the receipt and sufficiency of which is hereby acknowledged, I hereby release in full and forever discharge PEAK, its Directors, Officers, Managers, Members, Employees, Contractors, and Agents, and all other members and guests of PEAK, whether acting officially or otherwise, on behalf of myself or any member of my family, our Representative Heirs, Executors, Administrators and Personal Representatives, from any and all injury, liability, damages, claims, demands, and/or causes of action, whether foreseen or unforeseen, relating to or deriving from any injury to me or any injury to any member of my family, including children, during or arising out of the use of PEAK's facilities, equipment, or participation in any PEAK event at or away from the facility (e.g., classes, seminars, clinics, etc). _____ Buyer Initials.

Children Safety Disclaimer: PEAK does not provide child care services. When available, an area separate from the workout area will be identified to place children while a parent/guardian participates in programming. The parent/guardian remains responsible for their child(ren) at all times while at PEAK. Compliance with all posted safety rules is required.

Rules and Regulations: MEMBER AGREES TO FOLLOW CLUB RULES PROMULGATED FROM TIME TO TIME. Violation of these rules may be the cause for suspension or cancellation of membership by PEAK without a right to be refunded any prepaid fees and without relieving Member of any payment obligations set forth in the Membership Agreement, including the Note (hereafter collectively referred to as "Agreement").

Severability: If any part of this contract shall be held invalid, that part shall be deemed excluded from this contract and the remainder of the contract shall remain in full force and effect.

Notice: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS and DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Jurisdiction: To the full extent permissible by law, for purposes of any dispute arising out of the Agreement, all parties hereto agree to submit to the sole and exclusive jurisdiction of the Commonwealth of Virginia and the application of Virginia law.

Entire Agreement: The Member and PEAK acknowledge that this Agreement constitutes the entire Agreement. It cannot be amended except in written form executed by both parties.

Term of Agreement: The agreement shall remain in effect and force for a minimum period equal to the rate commitment selected by the buyer. Agreements with Auto Pay for membership payments shall continue beyond the initial term until such time as the buyer terminates the agreement in writing by notifying Peak via email to manager@peaksc.com. Once the notice is received and confirmed, the membership will terminate in 30 days from the notice receipt.

Auto Pay: Automated electronic funds transfers may be used to make any payments to Peak. When used for membership agreements, the first month will be prorated based on begin date and subsequent months will be processed at the full monthly rate. From time to time, membership rates may be adjusted, and the adjustment amount will be posted and communicated to all members at least 45 days in advance of a change. Membership rate adjustments for Auto Pay amounts effect only membership agreements that have lived beyond the initial commitment period selected by the buyer. Cancellation of Auto Pay for membership agreements is subject to the Term of Agreement section or the Buyer's Rights for Cancellation of Agreement.

Buyer's Rights for Cancellation of Agreement: This agreement remains in force for its entire and full term. Membership agreements shall not be placed on hold or freeze. The buyer may cancel the agreement prior to its natural end date for the following conditions and must tender a written notice requesting termination via email to manager@peaksc.com. Once the notice is received and confirmed, the membership will terminate in 30-days.

- a. **Permanent Disability.** If by reason of death or permanent disability, the Member is unable to engage in all activities associated with membership with PEAK and acceptable written proof of death or permanent disability, including verification from a qualified physician, is sent by member via certified mail and received by PEAK, he/she and his/her estate shall be entitled to cancel the Agreement and be relieved from his/her obligation to make payments there under, except those payments that became due prior to the effective date of the permanent disability cancellation. In the event a Member has prepaid any sum for a training term and qualifies under this section for permanent disability, he/she shall be reimbursed the prepaid amount less a sum equal to the number of months that have passed in his/her term to the effective date of cancellation multiplied by PEAK's standard, month to month membership rate.
- b. **Permanent Relocation:** Should Member(s) permanently relocate their residence more than 30 miles from PEAK, Member may cancel this Agreement. A payment suspension pursuant to this section is contingent on member (s) tendering to PEAK, written verification of the move, which must be deemed acceptable proof by PEAK. Notwithstanding cancellation pursuant to this section, Member(s) shall remain liable for all payments that became due under the Agreement prior to the effective date of the permanent relocation cancellation. In the event a Member has prepaid any sum for a training term and qualifies under this section for permanent relocation, he/she shall be reimbursed the prepaid amount less a sum equal to the number of months that have passed in his/her term to the effective date of cancellation multiplied by PEAK's standard month to month membership rate.
- c. **Buyer's Remorse:** Buyer's remorse may be invoked to cancel this Agreement at any time prior to midnight of the third business day after the date of this Agreement, excluding Sundays and Holidays. To cancel this Agreement within three business days of its execution, Buyer must tender a written notice to Peak Strength and Conditioning specifying the election to cancel. Such written notice must be provided to Peak Strength and Conditioning via email to manager@peaksc.com.

Transfer: Member may not transfer or assign, in whole or part, any of his/her rights, interests and obligations created by this Agreement. PEAK shall have the right to assign or transfer, in whole or part, this Agreement and all rights, interests and obligations created by it.

Damage, Destruction, or Condemnation: Should the facilities be unavailable due to damage by fire, act of God, catastrophe, war or accident, or in the event of destruction or condemnation of the premises, PEAK will have a reasonable time to reconstruct the premises or find suitable replacement thereof within a close proximity of the present facility. Full time missed for the above reasons will be extended.

Business Cessation: If for any reason PEAK ceases business operations and services are not available to the buyer, auto pay drafts will cease will not continue past the end of the month of cessation and prepaid dues will be reimbursed for the outstanding months of the buyer's agreement.

Update Emergency Contact Records: Member agrees to provide prompt written notice to PEAK of any changes in the Member's contact information furnished on this Agreement, including, but not limited to any changes in Member's current mailing address and emergency contact.

No Waiver: PEAK may enforce any term of this Agreement, or exercise any right created by this Agreement, regardless of the number of times it has opted not to enforce the same term or exercise the same right in the past.

Notices: All notices required by this Agreement shall be tendered to email account manager@peaksc.com or PEAK at 970 Roanoke Street, Christiansburg, VA, 24073, unless Member receives written notice from PEAK instructing otherwise.

General: The hours of operation will be set by PEAK and may be changed at any time in its sole discretion. PEAK expressly reserves the right to add, eliminate, or alter any program, equipment, furniture or fixture when deemed necessary or desirable in its sole discretion. The information on this Agreement is the property of PEAK. Membership does not confer on Member any ownership interest in PEAK or any of its property.

Initials:

 : Peak Strength and Conditioning representative