



3114 Lee Blvd.
Lehigh Acres, FL 33971
(239) 303-3991

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The agency that administers compliance with the law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

MAX'D OUT is registered with the State of Florida as a Health Studio. Facility Registration # HS7389.

Club # 5206 Agreement #: _____

Date: _____

Agreement Type: _____

Membership Agreement

NEW RENEWAL REWRITE

First Name _____ Last _____ Middle Initial _____ Social Security # _____

Street Address _____ City _____ State _____ Zip Code _____

Primary Phone Number _____ Work Phone _____ Birth Date _____ Gender _____

In Case of Emergency, Call (Name) _____ Emergency Phone _____

Drivers License # _____ Employer _____ Occupation _____

Source _____ Cell Phone _____ E-Mail Address _____ Barcode ID _____

Members with Access to Club Facility

ADD-ON MEMBER	ADD-ON MEMBER	ADD-ON MEMBER	ADD-ON MEMBER
Birthdate: _____	Birthdate: _____	Birthdate: _____	Birthdate: _____
Gender: _____	Gender: _____	Gender: _____	Gender: _____
Barcode ID: _____	Barcode ID: _____	Barcode ID: _____	Barcode ID: _____
Signature: _____	Signature: _____	Signature: _____	Signature: _____

Membership Privileges, Notices, Disclosures & Agreements

MEMBERSHIP TYPE: _____

AUTOMATIC RENEWAL PROGRAM:

Provided that Member is not in default of this agreement and subject to the terms and conditions hereof, the membership will automatically renew on the date indicated below. Renewal terms may be cancelled at any time provided a 30-day written notice is delivered to the club. It is also understood that the club has the option to increase monthly renewal dues without notice during any renewal period.

RENEWAL DATE : _____ **Member Initials** _____

Subject to applicable law, Member agrees that ABC Financial Services, Inc. may contact Member at any mailing address, phone number or e-mail address set forth on the face of this agreement, or any other address subsequently provided to, or obtained by, ABC Financial Services, Inc.

SALES TAX: Notwithstanding any other provisions of this Agreement, you understand and agree that the amount of your monthly membership dues is based on current sales tax rates and to the extent such rates should increase during your membership, the CLUB has the right to increase your monthly membership dues by the amount of such increase. If you have requested the privilege of paying your monthly dues by pre-authorized electronic funds transfer, the monthly amount so transferred will be adjusted to reflect any increase in the sales tax rate.

Should you (the buyer) choose to pay for more than one (1) month of this agreement in advance, be aware that you are paying for future services and may be risking loss of your money in the event this health studio and/or this business location ceases to operate. This health studio is not required by Florida Law to provide any security, and there may not be other protections provided to you should you choose to pay in advance.

DEFAULT AND LATE PAYMENTS: Should you default on any payment obligation as called for in this agreement, MAX'D OUT Fitness Center will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection. Including but not limited to collection agency fee, court costs, and attorney fees. A default occurs when any payment due under this agreement is more than ten days late. Should any monthly payment become more than ten days past due, you will be charged a late fee. An additional service fee will be charged for any check, draft credit card or order returned for insufficient funds or any other reason. If the MEMBER is paying monthly dues by Electronic Funds Transfer (EFT), Max'd Out Fitness Center reserves the right to draft via EFT all months owed by the MEMBER including and all late fees and service fees. Subject to appropriate State and Federal Law.

Primary member acknowledges receipt and understanding of Club's Membership Declaration. The most current copy of the Membership Declaration can be found at the Club or at the Club's website. (Initials) _____

1. Your Membership begins: _____
2. Your Membership expires: _____
3. First Month Dues: _____
4. Tanning: _____
5. Enrollment Fee: _____
6. Paid in Full Amount: _____
7. Tax: _____
8. Amount Paid Today: _____

1st Pay. Schedule: DUES		
Number of Payments	Monthly Payment Amount	Payment Due Date
	\$	
2nd Pay. Schedule:		
Number of Payments	Monthly Payment Amount	Payment Due Date
	\$	

Within the first 90 days, member will be billed a \$15.00 Annual Fee.

The initial contract will not be for a period in excess of 12 months, and thereafter shall only be renewable annually. Such renewal contracts may not be executed and the fee therefore paid until 60 days or less before the preceding contract expires. **This agreement can be cancelled at any time by the member, with a 30 day written notice.** MAX'D OUT Fitness Center can cancel this agreement at any time with written notice with immediate effect. A one time enrollment fee is required by all members. Members caught sharing entry keys tags will be terminated immediately. If at any time MAX'D OUT Fitness Center requires identification to be furnished upon entry to the facility and as a condition of using the services, MAX'D OUT Fitness Center shall provide such identification.

I agree to abide by the rules of MAX'D OUT Fitness Center. I am responsible for any damage to equipment which I may cause. (Initials) _____
I HEREBY WAIVE AND RELEASE, Indemnity, hold harmless and forever discharge MAX'D OUT FITNESS CENTER, INC. and It's agents, employees, officers, directors, affiliates, successors, and assigns, coaches, teachers and trustees of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from of in any way related to my participation in any of the events or activities conducted by, on the premises, of, or for the benefit of MAX'D OUT FITNESS CENTER, INC. provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities, in which I will participate, are inherently dangerous and any cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns, administrators, executors and next of kin, I waive all claims for damages, injuries and death sustained to me or my property, that I may have against the aforementioned released party to such activity, including claims in tort, equity or otherwise.

I acknowledge, agree, and represent that I understand the nature of MAX'D OUT Fitness Center, Inc. activities and that I am qualified, IN GOOD HEALTH, and in PROPER PHYSICAL CONDITION to participate in such activities I further agree and warrant that If at any time I believe conditions to be unsafe, I will IMMEDIATELY DISCONTINUE further participation in the activity. (Initials) _____

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage or loss to personal property associated with MAX'D OUT Fitness Center, Inc. including but not limited to using the facility and its equipment in any manner, form or fashion, and practicing and/or engaging in any aerobic activity, taking aerobic activity, taking aerobic classes or other cardiovascular activity classes at the facility, or action sports activities, and/or engaging in weight lifting activities, massage, events or other related activities on and off the premises.

ADDITIONAL TERMS AND CONDITIONS - I hereby confirm that I am aware of and agree to the terms and conditions on both the front and back.

CLUB REPRESENTATIVE

MEMBER

PARENT OR GUARDIAN



PLEASE ATTACH A VOID OR BLANK CHECK REQUEST FOR PREAUTHORIZED PAYMENT
I/We hereby request the privilege of paying to ABC Financial Services, Inc. ("The Company"), Sherwood, AR 72124, and further authorize the Company to draw items (checks, electronic fund transfers, charge card) for the purpose of paying said payments, including any late fees or service fees, on the account of

REQUIRED FOR ALL EFT AND CREDIT CARD DRAFT ACCOUNTS

PAYMENT METHOD: _____

BANK NAME _____ ROUTING NUMBER (9 DIGITS) _____ ACCOUNT NUMBER _____ ACCOUNT TYPE _____ ACCOUNT OWNER _____

CARD TYPE _____ ACCOUNT NUMBER _____ EXPIRATION M/Y _____ CARD OWNER _____

Subject to the following conditions:
(1) The items shall be drawn on or about the date or dates of the Payment Schedule. The transactions on your bank statement will constitute receipts for payment on your account.
(2) If the regular payments set forth on the Payment Schedule should vary in amount, you are entitled to notice at least 10 days before each payment of when it will be made and how much it will be. However, by executing this authorization, you choose to instead get this notice only when the payment would differ by more than \$50.00 from the most recent payment.
(3) By executing this agreement, you acknowledge your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations are available for your review at the Company's website: www.abcfinancial.com under terms and conditions.
(4) The privilege of making payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.
(5) If this preauthorization payment arrangement is revoked for any reason, this does not release you from your obligation (Payment Schedule).
(6) A service fee will be assessed and drafted for any check, draft, credit card, or order returned for insufficient funds or any other reason. A late fee will be assessed and drafted should any monthly payment become past due.
(7) This preauthorization payment arrangement shall apply to the following Applicant(s):

Date _____ Account Holder Signature _____

ADDITIONAL TERMS AND CONDITIONS

RIGHT TO CHANGE DESIGNATED BILLING COMPANY: The CLUB hereby reserves the right to change the Designated Billing Company at their discretion and without warning. If such a change is made, the full terms and conditions of this agreement will continue to apply and you agree to authorize the new Designated Billing Company to continue drafting your account.

NOTICE: ANY HOLDER OF THIS AGREEMENT 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.

MEMBERSHIP FREEZE POLICY: If you become temporarily disabled for more than four consecutive weeks, you may freeze your membership for up to three months. The request must be made in writing to the CLUB. You will be assessed a \$10/month fee. Time may be frozen for up to 3 months and requires medical proof of disability to extend the freeze past 3 months. Regular payments and time will be added to the end of the existing membership term.

MAINTENANCE OF FACILITIES: The CLUB may be temporarily closed for the periods of up to 2 weeks each year for maintenance purposes. The CLUB reserves the right to add an annual facility maintenance charge of up to but not greater than the equivalent of 1 month's membership dues. If a Facility Maintenance Charge is implemented in the future, you will be given a minimum of a 60 day notice of the amount owed and due date. You authorize the Designate Billing Company to automatically draft this amount along with your regular membership dues.

MEMBER OBLIGATIONS: (1) MEMBER agrees to abide by all CLUB policies, follow the directions of the staff regarding safety and security issues and to treat the staff and other MEMBERS with courtesy. (2) MEMBER agrees to pay monthly dues on time, including notifying the CLUB promptly if banking or credit card information used for automatic payment charge, or to be charged a declined payment fee and/or a late fee per delinquent payment. (3) MEMBER agrees to pay all costs of collection incurred by the holder of this agreement if this account becomes more than 60 days past due. (4) MEMBER agrees to continue to fulfill the financial obligation of this agreement except as allowed below.

CONSUMER RIGHTS

- This contract may be cancelled within 3 days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to the health studio, and refund upon such notice of all moneys paid under the contract, except that the health studio may retain an amount computed by dividing the number of complete days in the contract term or, if appropriate, the number of occasions health studio services are to be rendered into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract or, if appropriate, by the number of occasions that health studio services have been rendered. A refund shall be issued within 30 days after receipt of the notice of cancellation made within the 3-day provision.**
- This contract may be cancelled if the contracting business location of the health studio goes out of business, or moves its facilities more than 5 driving miles from the business location designated in such contract and fails to provide, within 30 days, a facility of equal quality located within 5 driving miles of the business location designated in such contract at no additional cost to the buyer.**
- Notice of intent to cancel by the buyer shall be given in writing to the health studio. Such a notice of cancellation from the consumer shall also terminate automatically the consumer's obligation to any entity to whom the health studio has subrogated or assigned the consumer's contract.**
- If the department determines that a refund is due the buyer, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The business location of a health studio shall not be deemed out of business when temporarily closed for repair and renovation of the premises:
 - Upon sale, for not more than 14 consecutive days; or**
 - During ownership, for not more than 7 consecutive days and not more than two periods of 7 consecutive days in any calendar year.**
 - A refund shall be issued within 30 days after receipt of the notice of cancellation made pursuant to this paragraph.****
- Contact the Department of Agriculture and Consumer Services for information within 60 days should the health studio go out of business.**
- This contract may be cancelled if the buyer dies or becomes physically unable to avail himself or herself of a substantial portion of those services which he or she used from the commencement of the contract until the time of disability, with refund of funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. Buyer or the buyer's estate seeking relief under this paragraph must provide proof of disability or death. A physical disability sufficient to warrant cancellation of the contract by the buyer shall be established if the buyer furnishes to the health studio a certification of such disability by a physician licensed under chapter 458, chapter 459, chapter 460, or chapter 461 to the extent the diagnosis or treatment of the disability is within the physician's scope of practice. A refund shall be issued within 30 days after receipt of the notice of cancellation made pursuant to this paragraph.**
- The initial contract will not be for a period in excess of 36 months, and thereafter shall only be renewable annually. Such renewal contracts may not be executed and the fee therefor paid until 60 days or less before the preceding contract expires.**
- If the health studio requires a buyer to furnish identification upon entry to the facility and as a condition of using the services of the health studio, the health studio shall provide the buyer with the means of such identification.**
- SHOULD YOU (THE BUYER) CHOOSE TO PAY FOR MORE THAN 1 MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THIS HEALTH STUDIO AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.**

I have read, understand and fully agree to the terms of this WAIVER and RELEASE. I understand and confirm that by signing this WAIVER and RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily under no duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER and RELEASE of all liability to the full extent of the law. I am mentally competent to enter into this waiver.

Any payments due prior to cancellation taking effect, will still be due and payable. Your account must be current before any cancellation will take effect. To cancel for any of the above reasons, send or deliver a written notice to the CLUB.

SUMMARY OF MEMBERSHIP POLICIES

- MEMBER, by executing this agreement, does hereby join the CLUB and such membership entitles the MEMBER to use the facilities. The MEMBER is entitled to use the facility only and MEMBER shall be required to provide MEMBER'S own athletic equipment and clothes. The MEMBER will be subject to additional charges for and including, but not limited to, the use of tanning beds. The MEMBER may also be charged for purchases through the use of their key or account number.
- MEMBER must present upon entering the CLUB his/her membership card. MEMBER agrees that MEMBER may be denied access to the CLUB without his/her membership card.
- MEMBER agrees to abide by all membership regulations of the CLUB. MEMBER agrees to comply with stated and customary rules for participation and use of equipment. Unless cancelled as provided in this Agreement, MEMBER will be responsible for all payments due and owing under this Agreement, even if MEMBER does not use the CLUB'S facilities and services. However, in the event of death or disability, liability for fees will terminate as of the date of death or disability. If the CLUB becomes temporarily unavailable due to an event such as fire, flood, loss of lease or the like, we will extend the MEMBER'S membership privileges for the period the facilities were unavailable.
- If MEMBER violates this Agreement and the terms contained therein or any of the rules and regulations for use of the facility, the CLUB may suspend the MEMBER'S right to use the facility until such time as the MEMBER provides the CLUB with reasonable assurance of future compliance. During the period of any such suspension, the MEMBER shall not be entitled to a credit for any prepayment of dues or other fees due or paid pursuant to this Membership Agreement. In the event MEMBER continues to violate the terms of this Agreement or the rules and regulations governing the facility, the MEMBER'S membership may be terminated by the CLUB, and the balance of the contract declared due and payable in full immediately.
- MEMBER agrees that he/she shall not engage in any type of commercial or business activity while using the facilities. MEMBER shall not act as a trainer for any other MEMBER'S or guests and any acts which constitute such business activities are strictly forbidden. If MEMBER engages in such commercial or business activities MEMBER'S membership shall be subject to immediate cancellation and the balance of the contract declared due and payable in full immediately.
- MEMBER agrees that MEMBER shall abide by the CLUB dress code at all times while in the facility. Do not wear blue jeans or any pants/shorts that have blue jean type seams or rivets. Flip-Flops or bare feet are not allowed in the CLUB.
- MEMBER agrees that MEMBER shall not use loud or profane language upon the CLUB premises nor shall MEMBER molest, badger, assault, or harass other CLUB MEMBER'S, guests or employees. If MEMBER engages in such behavior, MEMBER'S membership shall be subject to immediate cancellation, and the balance of the contract declared due and payable in full immediately.
- MEMBER understands that the CLUB prohibits the use of any steroids and MEMBER agrees not to use any drugs or steroids on the CLUB premises. MEMBER acknowledges and is aware that steroids can cause numerous physical, mental and emotional problems relating to physical maturity and growth and may cause heart disease, strokes, liver dysfunction, sterility and infertility, and many other adverse health problems. MEMBER recognizes and acknowledges that there are serious criminal and civil penalties for the illegal possession, sale, use trading or exchange of steroids and no such activity is allowed upon CLUB premises.
- MEMBER agrees that if MEMBER fails to use the CLUB facilities that shall not release the MEMBER from the obligation to make all payments required by the terms of this Membership Agreement.
- Arbitration: All disputes (except small claims under \$1,000) will be settled by binding arbitration before a single arbitrator under the authority of the Federal Arbitration Act, conducted by and in accordance with the rules and procedures of the American Arbitration Association. The arbitration will take place in the county in which this CLUB is located unless otherwise agreed. The decision of the arbitrator will be final and binding on all parties and may be enforced by a judgment entered upon the arbitration award by any state or federal court in this state.
- Should this Agreement be placed in the hands of an attorney for the violation of any provision contained herein, the parties agree the CLUB shall be entitled to recover all costs and expenses resulting there from, including a reasonable amount as attorney's fees.
- The parties hereby agree that the whole agreement between the parties relating to the subject matter hereof is contained in this Agreement and shall supersede any prior understandings, arrangements, commitments or undertakings of the parties, whether written or oral, express, or implied.
- This Agreement may not be amended or modified except by an instrument in writing executed by the parties hereto.
- MEMBER authorizes the Max'd Out Fitness Center to contact them by e-mail or telephone.
- The CLUB retains the right to modify these policies without warning. Reasonable rules and regulations may be posted in the Membership Declaration or at the CLUB from time to time and all MEMBER'S shall be subject to strict compliance therewith. The most current copy of the Membership Declaration can be found at the CLUB or at the CLUB'S website.
- An Annual fee of \$15.00 will be assessed annually to all memberships.

SAFETY NOTICES

- This facility is under 24-hour recorded video surveillance and MEMBER access card usage is logged.
- MEMBER may not bring guests at any time without the prior written consent of the facility staff. Furthermore, if this policy is violated, at the sole discretion of the facility management, the MEMBER may be charged a guest fee and/or have their membership suspended or cancelled, the balance of the contract declared due and payable in full immediately, and be assessed a penalty of up to \$250.00. MEMBER'S may not allow anyone else to use their access card and must alert the CLUB immediately if it is lost or stolen. Violating this policy carries the same penalties as violating guest policy.
- MEMBER'S who do not have their key access card will not be allowed into the facility during non-staffed hours, nor should they except for anyone else to let them into the facility.
- Personal training services provided in this facility may be provided either by employees or by independent contractors operating their own business. Regardless, all payments for personal training services are to made to Max'd Out Fitness Center who will pay the trainers as the services are provided.
- All MEMBER'S have access to a free orientation to the facility and the proper use of its equipment. It is the MEMBER responsibility to request this orientation.
- It is each MEMBER'S individual responsibility to wipe down the equipment and re-track the weights they use.
- MEMBER'S are hereby required to use the safety features of the equipment. If a MEMBER is unsure of how to use a machine, he/she should obtain instructions from the staff of Max'd Out Fitness Center.
- MEMBER'S are responsible for understanding how to operate the panic alarms and agree to use the only in case of an emergency.
- Horseplay, vulgar language, abuse of the equipment, working out while intoxicated, or other inappropriate behavior will not be tolerated and may result in the suspension or cancellation of the offending MEMBER'S membership, and the balance of the contract being declared due and payable in full immediately.
- Cell phones are not permitted in the cardio area. Photography and/or videography are not allowed anywhere in the CLUB.
- Age Requirements - Persons under the age of 18 are not permitted in the CLUB.

TANNING AGREEMENT

- If the MEMBER(s) elects to make use of the CLUB tanning facilities, he/she does so at their own risk.
- If the MAIN MEMBER or any of the ADD-ON MEMBERS has not purchased tanning services, they will automatically be charged a per session rate determined by the CLUB.
- DANGER-ULTRAVIOLET RADIATION**
- Follow instruction. Avoid over exposure. As with natural sunlight, over exposure can cause eye and skin injury and allergic reactions. Over exposure may cause premature aging of the skin and skin cancer. Wear protective eye wear. **FAILURE TO WEAR PROTECTIVE EYE WEAR MAY RESULT IN SEVER BURNS OR LONG - TERM INJURY TO THE EYES.**
- Medications or cosmetics may increase your sensitivity to ultraviolet radiation. Consult a physician before using sun lamps if you are using medications or have a history of skin problems or believe yourself especially sensitive to sunlight. If you do not tan in the sun, you are unlikely to tan from the use of this product.
- I understand that there is a risk to tanning. I have been shown proper tanning procedures. I have read this warning.