



# 36 MONTH MEMBERSHIP AGREEMENT

Name of Member: _____	Home Phone: _____
Address: _____	Work Phone: _____
City: _____	State: _____ Zip: _____
Date of Birth _____	Email: _____
Employer: _____	Occupation: _____
Social Security Number: _____	Card #: _____ Source: _____

This MEMBERSHIP AGREEMENT (this "Agreement") is between RICHMOND BALANCE, LLC, a Virginia limited liability company (the "Club") and the undersigned member (the "Member"). The terms "you" and "your" in this Agreement refer to the Member.

### 1. MEMBERSHIP TERM AND PAYMENT ARRANGEMENTS.

You agree to pay your membership dues as follows:

Membership Begins	____ / ____ / 2010
Membership Expires	____ / ____ / 2013
Initial Fee	____ \$99.00
Current Monthly Dues	_____
Other Fee	_____
<b>Total Due</b>	_____
Today's Date	____ / ____ / ____

**Automatic Renewal Program**  
 After the initial term, your membership will automatically renew from month to month until either party gives (30) days written notice.

**Your Payment Schedule**  
 Number of Payments: **36**  
 Amount of Payment: **\$29.00**  
 Payments are Due the 1<sup>st</sup> Day of Every Month  
 Member's Initials: \_\_\_\_\_

**Billing Authorization**

You hereby authorize Conexion/Richmond Balance, to withdraw via Electronic Funds Transfer (EFT) from your checking or savings account or charge a credit card each month in payment of your membership dues and any other purchases including personal training sessions.

Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Number of Payments: 36. Amount of Payments: \$29.00. This action will be taken beginning with the month of \_\_\_\_\_ and continuing for as long as this authorization is in effect. If your bank refuses to honor a withdrawal because there are insufficient funds in your account or for any other reason, you will be liable for an additional \$20 reprocessing fee. You may terminate this authorization at any time by giving notice to the Club at least 30 days before the termination is to take effect. Termination of the authorization will not relieve you of any of your obligations under this Agreement, including, but not limited to, the obligation to pay membership dues.

**2. MEMBER'S RESPONSIBILITIES.** You agree that, prior to undertaking any physical activity at the Club, you will advise your physician of the details of the activities in which you plan to participate and will obtain your physician's consent to or approval of those plans. You represent to the Club that you are in good health and have no disability, impairment, injury, disease or ailment preventing you from engaging in active or passive exercise or which would cause increased risk of injury or adverse health consequences as a result of such exercise. You understand and acknowledge that neither the Club nor members of the Club's staff has expertise in diagnosing, examining or treating any medical condition. In the event you experience any injury or other condition that may affect your ability to participate in activities offered by the Club, or if you have any new illness, injury, discomfort, or other health problem, you agree to consult your physician and reconfirm such physician's consent to or approval of your continued participation in activities at the Club. **You acknowledge and agree that all exercise and the use of the Club's facilities are undertaken by you at your own risk and the Club will not be liable for any bodily injury or property damage resulting from your participation in Club activities or use of Club facilities.**

**3. MEMBER'S RIGHT TO CANCEL.** If you wish to cancel this Agreement, you may cancel by making or delivering written notice to the Club. The notice must say that you do not wish to be bound by this Agreement and must be delivered or mailed before midnight of the third business day after you sign this Agreement. A notice must be delivered or mailed to: RICHMOND BALANCE, LLC, 1806 East Main Street, Richmond, Virginia 23223. If canceled within three business days, you will be entitled to a refund of all moneys paid. You may also cancel this Agreement if the Club goes out of business or relocates and fails to provide comparable alternate facilities within five driving miles of the location designated in this Agreement. You may also cancel if you become physically unable to use a substantial portion of the Club's services for 30 or more consecutive days, and your estate may cancel in the event of your death. You must prove you are unable to use a substantial portion of the Club's services by a doctor's, physician assistant's, or nurse practitioner's certificate, and the Club may also require that you submit to a physical examination, within 30 days of the notice of cancellation, by a doctor, physician assistant, or nurse practitioner agreeable to you and the Club. You may also cancel if you relocate your primary residence more than 25 miles from the Club. Proof of residence change requires an executed lease/purchase contract or military orders. If you cancel after the three business days, the Club may retain or collect a portion of the contract price equal to the proportionate value of the services or use of facilities you have already received. Any refund due to you shall be paid within 30 days of the effective date of cancellation. You must deliver written notice 30 days prior to canceling for any reason listed above. After the specified membership term ends, you may cancel your membership at anytime with written notice delivered to the club 30 days prior to cancellation. If you received a keyless entry card you must return the card to the Club prior to the cancellation of membership.

**4. CLUB'S RIGHT TO CANCEL.** The Club reserves the right at any time to terminate the membership or other privileges granted by this Agreement in the event of a Member Default. A "Member Default" includes your (i) failure to comply with any of the rules and regulations adopted by the Club, (ii) intentional or negligent misrepresentation of information contained in this Agreement, (iii) violation of any terms or conditions of this Agreement, or (iv) failure to make timely payment of your obligations under this Agreement. A terminated member shall remain fully liable to the Club for all dues and other expenses payable to the Club.

**5. MISCELLANEOUS.** (i) This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia; (ii) In the event that one or more provisions of this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such event shall not affect the validity or enforceability of any other provision of this Agreement; (iii) Any modification of any of the terms of this Agreement shall be valid only if in writing and signed by the Member and an authorized Club representative; (iv) In the event of default on this Agreement and an attorney is retained to enforce any provision of this Agreement, Richmond Balance in such dispute shall be entitled to recover costs, expenses, reasonable attorneys' fees of 25% in any such action or proceeding; and (v) This Agreement and the membership granted to you hereunder may not be resold, assigned or transferred to any other person.

**NOTICE: ANY HOLDER OF THIS CONTRACT OR NOTE IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.** You should attempt to resolve with Club management any complaint you have with this Club. The Virginia Department of Agriculture and Consumer Services, Office of Consumer Affairs, regulates health spas in the Commonwealth pursuant to the provisions of the Virginia Health Spa Act.

**I hereby acknowledge that I have read and understand this Agreement and agree to be legally bound by its terms.**

\_\_\_\_\_  
Club Representative

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

## **Informed Consent and Release**

I recognize that exercise is not without some risk to the musculoskeletal system (e.g. sprain, strain) and cardiorespiratory system (e.g. dizziness, fainting, abnormal heartbeat, discomfort in breathing, abnormal blood pressure response, and in rare instances, heart attack or stroke). I acknowledge that not all risks can be known in advance. I hereby certify that I have been advised to consult with a physician before participating in any exercise program, and I further certify that I know of no medical problems, except those listed below that would increase my risk of illness or injury as a result of participation in exercise programs offered by Richmond Balance. I understand that it is my responsibility to inform the Richmond Balance manager or designated staff member of any changes in my medical condition, including but not limited to pregnancy. Upon notification to the Richmond Balance manager or designated staff member of a change in my medical condition, the staff will determine whether or not a change in my exercise program is warranted. I further understand that it is my responsibility to report immediately to a Richmond Balance staff member any signs or symptoms of discomfort and/or distress during or following an exercise program. I knowingly and voluntarily assume any and all risks associated with my participation in programs offered by or use of the facilities of Richmond Balance.

I consent to the administration of first aid, and resuscitative measure, by Richmond Balance staff.

I hereby release and hold harmless Richmond Balance, LLC, and Richmond Balance Holdings, LLC, their agents, employees, and independent contractors from any and all liability, damage, expense, causes of action, suits, claims or judgments, arising from injury, damage or loss, or claims of injury, damage or loss to me or my personal property which may arise out of my use of Richmond Balance facilities and/or their independent contractors. This release shall be binding upon my heirs, personal representatives and assigns.

I acknowledge that I am required to undergo a fitness screening test designed to determine any contraindications to exercise and to assist the staff in developing an individual fitness program for me.

I have read this entire Informed Consent and Release and accept the conditions stated herein as a requirement to participation in this program. I understand and intend that this document will act as the broadest and most inclusive assumption of risk, waiver, release of liability and indemnification as is permitted under the laws of the Commonwealth of Virginia.

Member's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## ADDITIONAL MEMBERSHIP OPTIONS

Discounted add-ons are available at the time of enrollment.

**1. Introduction Personal Training** **\$200** \_\_\_\_\_

The Introduction to Fitness Personal Training Package is a one-time discounted personal training package designed to get you motivated in the right direction with your new membership. Work with a personal trainer four times within your first month to insure you are on the right track and headed toward success. Additional personal training is available when the package is complete.

*(Package must be purchased within 30 days of enrollment and must be used within 30 days of purchase).*

**2. Bottled Water** **\$10** \_\_\_\_\_

For \$10 per month you will receive a bottle of water everyday that you work out. *(Limit 1 bottle of water per day)*

**3. Locks for Locker Rooms** **\$4** \_\_\_\_\_

For your convenience we provide fully equipped locker rooms. You are welcome to bring your own lock or purchase one from us for \$4.00

**4. Headphones** **\$11** \_\_\_\_\_

All of our cardio equipment is equipped with a flat screen television. For your convenience we sell headphones for \$11 per pair.

**5. Childcare** **\$60** \_\_\_\_\_

For \$60 you will receive 10 hours worth of childcare. This can be used at any time during your membership. You must call at least 24 hours in advance to make an appointment. You can purchase additional childcare hours at any time during your membership.

**6. Richmond Balance T-shirt** **\$10** \_\_\_\_\_

**7. Richmond Balance Hat** **\$12** \_\_\_\_\_

**8. Richmond Balance Gym Bag** **\$20** \_\_\_\_\_