



Source: \_\_\_\_\_  
 New                       Renewal                       Replacement/Upgrade

8624 Stella Link Rd. Houston, TX 77025

**MEMBERSHIP AGREEMENT**

Member: First Name		Middle	Last Name	
Address		City	State	Zip
Home Phone		Cell Phone	Work Phone	
Date of Birth		Email Address		
Emergency Contact Name		Phone Number	Relationship	

**MONTHLY MEMBERSHIP OPTIONS:**

- UNLIMITED: \$190/month
- 3 classes/week: \$165/month
- Military/First Responder/Teacher/Student UNLIMITED: \$150/month
- Competition Program (5 classes/week): \$225/month
- Punchcard: 12 classes for \$200
- Family/Couples Discount (15% off)

<p><b>TERMINATION AGREEMENT</b></p> <p>Memberships are charged in full on the first of each month and cover the entire month in advance. <b>To terminate any membership agreement, you are required to tender a written notice requesting termination to the above address or email to <a href="mailto:info@crossfitcentralhouston.com">info@crossfitcentralhouston.com</a> and must be received at least 7 days in advance of your billing cycle</b> (for example: if you are scheduled to be charged July 1st and you want to cancel for the month of July, you must submit a cancellation email by June 24th). Once we have received and confirmed your request, the membership will terminate at the end of the current month. Otherwise, <b>your membership will automatically be renewed on the first of each month.</b> There will be no refunds on memberships, even unused, due to cancellation after the 7 day window.</p> <p><b>INITIAL</b> _____</p>	<p>Membership begins: ____/____/____. I understand that my dues of \$_____ will be either automatically charged to my credit card monthly, or I will be responsible for paying by check or cash monthly, beginning ____/____/____, and will continue until I terminate this Agreement in writing with a 7-day notice.</p> <p>Pro-rated dues :        \$ _____          covering ____/____ through ____/____</p> <p>First month dues :     \$ _____</p> <p><b>Total Registration</b> \$ _____</p> <p><b>I choose to pay monthly by:</b>          _____ <i>cash/check</i>                      _____ <i>credit/debit</i></p>
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**Credit Card Authorization**

Client hereby authorizes CrossFit Central Houston or its assigns to make periodic charges from the account used to pay the initial payment described above or the account entered into Client's online account or replacement account designated by client and accepted by CrossFit Central Houston for payment of any and all fees, late charges, costs, expenses, or any other monies due to CrossFit Central Houston under the terms and conditions of this Agreement. Client understands that Client is entitled to notice of all varying charges, but Client waives the right to receive prior notice for charges made with respect to any uncollected payments or portions for the balance due described above and the corresponding service charges, both of which Client agrees are not varying charges. Client may change the account designated herein upon thirty (10) day written notice to, and approved by, CrossFit Central Houston. Client may timely notify the financial institution in control of Client's account to terminate this Request, but such notification will constitute 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.

Signature \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**TERMS AND CONDITIONS**

**Client's Acknowledgement and Assumption of Risk and Full Release from Liability of CFCH Strength and Conditioning, LLC:** I agree to participate in one or more physical fitness program(s)/class(es) sponsored by CFCH Strength and Conditioning, LLC., which may include, but not necessarily be limited to, OnRamp, Boot Camp, CrossFit Training, and/or training of any kind by any affiliate, subsidiary or partnership of CFCH Strength and Conditioning, LLC and/or its agents, employees, officers, managers or members (hereinafter collectively referred to as CrossFit Central Houston). CrossFit Central Houston made me fully aware that the fitness programs/classes which CrossFit Central Houston offers and in which I desire to participate are of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. I, the undersigned, recognize and understand that the programs/classes are not without varying degrees of risk which may include, but are not limited to the following: Injury to the musculoskeletal and/or cardio respiratory systems which can result in serious injury or death, injury or death due to negligence on the part of myself, my training partner, or other people around me, injury or death due to improper use or failure of equipment, or injury or death due to a medical condition, whether known or unknown by me. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). I fully understand and willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in CrossFit Central Houston programs/classes and accept full responsibility for any injury or death that may result from participation in any activity, class or physical fitness program. I hereby certify that I know of no medical problems that would increase my risk of illness and injury as a result of participation in a fitness program designed by CrossFit Central Houston. CrossFit Central Houston has informed me that there exists the possibility of adverse physical changes during an exercise program, and I fully understand the same. CrossFit Central Houston informed me that these changes could include, but are certainly not limited to, abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and heart attack or even death, and I fully understand the same. With my full understanding of the above information, I agree to assume any and all risk associated with my participation in CrossFit Central Houston fitness programs/classes. Release: In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in the activities made available by CrossFit Central Houston, and with my full understanding of all of the above, I hereby waive, release, remise and discharge CrossFit Central Houston and its agents, members, managers, officers, principals and employees and volunteers, of any and all liability, claims, demands, actions or rights of action, or damages of any kind related to, arising from, or in any way connected with any occurrence at or surrounding the CrossFit Central Houston facilities, or my participation in CrossFit Central Houston fitness programs/classes, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. If I am signing on behalf of a minor child, I also give full permission for any person connected with CrossFit Central Houston to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well being of the child. Indemnification: I recognize that there is risk involved in the types of activities offered by CrossFit Central Houston. Therefore, I accept financial responsibility for any injury that I or the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify, defend, and hold harmless CrossFit Central Houston, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by CrossFit Central Houston.

**EFT Policy Supplement:** Client must allow seven days from the date CrossFit Central Houston's third party billing receives EFT paperwork to process any type of change to EFT accounts.

**Late Payment of Fees:** Membership fees must be paid on or before the first day of the month unless otherwise agreed upon. A late payment fee of \$15 will be charged on any payment that is 5 days past due. Membership may be cancelled, at the discretion of CrossFit Central Houston if fees are not paid on time.

**Refunds:** No refunds shall be made for services purchased, except as specifically provided in this Agreement.

**Freeze Policy:** Clients may put their membership on freeze, in one calendar month increments, for up to three calendar months per calendar year. Notice of freeze must be given to CrossFit Central Houston over the phone or in person any time during business hours prior to the first day of the month to be frozen. Clients will not be billed for membership during frozen months. Billing will resume automatically upon end of freeze.

**Service Limitations:** CrossFit Central Houston may, at its option, terminate and/or suspend this Agreement and/or client's participation in any program for any cause or reason, to include non-payment of fees, or if client fails to follow CrossFit Central Houston's membership rules and regulations or this Agreement, or for any behavior deemed by CrossFit Central Houston's management to be harmful or inappropriate to the enjoyment, and/or participation of any other client, instructor, or trainer. Termination for any cause is effective on the date that CrossFit Central Houston mails a written notice to client's last known address. Client remains financially responsible for all dues and charges incurred until the date of termination. CrossFit Central Houston reserves the right to terminate any membership for any reason not identified in the Agreement and that is not prohibited by law. If CrossFit Central Houston terminates a membership under this provision, CrossFit Central Houston will mail written notice and refund any unused prepaid dues.

**Damages:** Client shall pay for any damages to CrossFit Central Houston property which result from the willful or negligent behavior of member, member's guest or dependent children.

**Pictures/Video:** I agree to allow CrossFit Central Houston, its agents, officers, principals, employees and volunteers the use of any and all picture(s), film, and/or likeness of me for advertising and teaching purposes. I also acknowledge that there are video cameras on CrossFit Central Houston's premises and facilities and that I will be filmed and recorded. I consent to CrossFit Central Houston filming and recording me.

**Lost Articles:** CrossFit Central Houston assumes no responsibility for lost or stolen articles. Lost and found articles not claimed will be donated to charity.

**Parking:** Parking is available only for the duration of client's workout. CrossFit Central Houston is not responsible for theft or damage to personal property or any other injury while parked at the facility. Parking is available in the immediate vicinity of this location.

**Children:** The minimum age requirement for membership is 15 years old. Parental consent is required in writing. Children age 12 to 14 years must be accompanied by a parent. Parents accompanying children must be members. Children are not allowed on the workout floor.

**Change of Rules and/or Regulations:** CrossFit Central Houston reserves the right to add to, change or remove rules, conditions of membership, opening and closing hours and the services and facilities offered by CrossFit Central Houston from time to time.

**Governing Law:** The laws of Texas shall govern this Agreement. If any portion of this Agreement is held invalid or unenforceable, the remaining portions of this Agreement, if applicable, shall remain in full force and effect. This Agreement constitutes the entire Agreement between the parties; there are not collateral agreements, representations or guarantees, oral or otherwise, unless specifically written and attached hereto.

**KIDS POLICY**

At CrossFit Central Houston, we love kids! ...which is why we want to keep them SAFE. Children under the age of 16 and not participating in class must be either:

- seated against the wall at the front of the gym in the warm-up area by the cubbies, or
- within arms length of a parent

**Children are not allowed the Main Floor during class times.**

\_\_\_\_\_ (parent initials) I agree to the CrossFit Central Houston kids policy. I understand that when my child is present at CrossFit Central Houston, I am solely responsible for his/her safety.

**By signing this agreement, client acknowledges that client has read, understood and agrees with all the terms and conditions of this Agreement.**

Signature of Client \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of guardian of minor (if applicable) \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of Staff Member, Director, Manger or Principal \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_