

PALANGI PLUS TDSC 24/7 GYM ACCESS 12 MONTH MEMBERSHIP AGREEMENT

Under this agreement, I _____ understand that the **monthly rate of \$50** will be automatically billed from **Palangi Plus** on the card provided below on the _____ **of each month** during the duration of this contract, which is **12 months**.

Package Start Date: ____/____/____ Initials: _____ Package Roll Over/End Date: ____/____/____

CREDIT CARD AUTO PAYMENT – PLEASE CIRCLE: Visa MasterCard Discover AMEX

CC #: _____ Exp. Date: _____ CVV: _____ Name as it appears: _____

This authority is to remain in full force and effect until the expiration date of my student enrollment agreement is concluded or the tuition is paid in full. Credit Card declines are subject to \$15.00 fee. Initials: _____

NOTICE OF CONSUMER'S RIGHTS TO CANCELATIONS, AGREEMENT, AND OBLIGATIONS

This Notice of Consumer's Rights is an integral part for Membership Agreement

As a 24-hour secure-access fitness facility, Palangi Kickboxing, Inc. dba Palangi Plus (hereafter referred to as "the gym"), has different policies and procedures than a typical fitness facility. Please read the information carefully. If you have any questions, please ask.

I understand and agree that a 24-hour gym membership is a special membership based on trust and is a privilege, which can be taken away for a violation of rules. As a gym member, I agree to abide by all gym membership rules and 24-hour membership rules, which will be posted at the facility, website and may be amended from time to time at the sole discretion of the gym. The additional rules below apply to a 24-hour membership:

- Mandatory 24-hour membership one time card fee of \$40 (replacement card \$50) Initial: _____
- Only one 24-hour member may enter the gym front door at a time during non-staffed hours Initial: _____
- Fob sharing is strictly prohibited and will result in immediate loss of membership, early termination fee, and replacement fob fee unless returned. Fob sharing is theft of services and will not be tolerated Initial: _____
- Only active account members will be allowed entry Initial: _____
- There are no guests allowed in the facility between 10p-5a Initial: _____
- Pre-approved 24 hour members under the age of 18 must be accompanied by an approved member parent until they reach the age of 18 Initial: _____
- All office areas, massage rooms, basements, and child care rooms are unauthorized. Accessing these areas will result in termination Initial: _____
- I agree that improper unauthorized use of the facility will result in cancellation. I will not to let anyone use my fob for any reason, and I agree to report any situation that appears to be fob sharing to the gym staff. A security "tailgate" system has been installed to monitor and record instances of "tailgating". The gym reserves the right to suspend or cancel the rights, privileges and membership of any member whose actions are detrimental to the use, safety, and enjoyment of the facilities. Initial your acceptance to abide by the gym rules and special rules for the 24-hour membership. Initial: _____

No Supervision

I understand that I am purchasing a membership at a 24-hour facility that allows access at any time. As such, I am aware that there will be *no supervision or assistance* except during staffed hours. Staffed hours may change at the sole discretion of the gym. I am aware that if I get injured, become unconscious, suffer a stroke or heart attack or any other medical emergency or event that there will likely be no one to respond to my emergency and that the gym has no on duty to provide assistance to me while I am at the gym. Initial: _____

I understand that even though the gym is equipped with surveillance cameras that record, they are not monitored 24/7. Help will not be available during non-staffed hours. However, a first aide station is available. Initial: _____

ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

I voluntarily assume the risk of injury, accident, death, loss, cost or damage to my person or property which might arise from my use of the gym, and I agree to hold harmless and release the gym and all affiliated corporations, and its officers, directors, board members, agents, employees, representatives, executors, and all others from any and all liability. I also release all of those mentioned and any others acting on their behalf from any responsibility or liability for any injury or damage to myself including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities or the use of any equipment at the gym during staffed or non-staffed hours. Initial: _____

I understand that a physical fitness program may include exercises to build the cardio-respiratory system (heart and lungs), the musculoskeletal system (muscle endurance, strength and flexibility), and to improve body composition (decrease of body fat in individuals needing to loose fat, with an increase in muscle and bone). Exercise may include aerobic activities (treadmill walking/running, bicycle riding, rowing machine exercise, group aerobic activity, swimming, and other such activities), calisthenics, and weight lifting to improve muscular strength and endurance, and flexibility exercises to improve joint range of motion. Initial: _____

I understand that the reaction of the heart, lung, and blood vessel system to such exercise cannot always be predicted with accuracy. I know there is a risk of certain abnormal changes occurring during or during exercise, which may include abnormalities of blood pressure or heart rate, in effect of functioning of the heart, and in rare instances heart attacks. Use of the weight lifting equipment, and engaging in heavy body calisthenics, can lead to musculoskeletal strains, pain, and injury if adequate warm-up, gradual progression, and safety procedures are not followed. Initial: _____

contract are authorized or binding upon the gym. Should any part of this agreement due to legal or other regulatory changes become unenforceable, the remaining provisions within this agreement not impacted by such change shall remain in full force as originally written. You agree to promptly update the gym of any changes of address, phone, e-mail address and/or bank account/credit card information. Initial your acceptance and understanding.

(PARQ) PHYSICAL ACTIVITY READINESS QUESTIONNAIRE

Regular physical activity is fun and healthy, and increasingly more people are starting to become more active every day. Becoming more active is very safe for most people. However, some people should check with their Doctor before they start becoming much more physically active. If you are planning to become much more physically active than you are now, start by answering the seven questions in the box below. If you are between the ages of 15 and 69, this questionnaire (the PARQ) will tell you if you should check with your Doctor before you start. If you are over 69 years of age and you are not used to being active, check with your Doctor. Please read the questions carefully and answer each one honestly. Check the box indicating yes or no. Common sense is your best guide when you answer these questions.

YES NO

1. Has your Doctor ever said that you have a heart condition and that you should only do physical activity recommended by a Doctor?
 2. Do you feel pain in your chest when you do physical activity?
 3. In the past month, have you had pain in your chest while NOT doing physical activity?
 4. Do you lose your balance due to dizziness or do you ever lose consciousness?
 5. Do you have a bone or joint problem that could be made worse by a change in your physical activity?
 6. Is your Doctor presently prescribing drugs (for example, water pills) for your blood pressure or heart condition?
 7. Do you know any other reason that you should not do physical activity?

I certify that I am in good physical health and I am able to undertake and engage in the range of physical activities in which I choose to participate at the gym. I assume all responsibility for updating the facility with respect to any changes in my physical or mental condition and for reporting all injuries sustained at the facility to the gym staff. I understand and am aware that strength, flexibility, aerobic and anaerobic exercise, including the use of any equipment, is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment with knowledge of all the dangers involved. I do hereby agree to expressly assume and accept any and all risks of injury or death either accidental or otherwise. This waiver, release and indemnification agreement includes, without limitation, all injuries which may occur as a result of (a) my use of all amenities and equipment in the facility and my participation in any class, activity or personal training, (b) sudden unforeseen malfunctioning of any equipment and (c) my slipping or falling while in the facility, on the facility premises, including adjacent sidewalks and parking areas. I acknowledge that I have carefully read this waiver, release and indemnification agreement and fully understand that it is a full and complete release of all liability. Initial your acceptance of your certification that you are able to engage in exercise. Initial: _____

DUTY TO INFORM OF CHANGES IN HEALTH CONDITION

I understand that I am required to inform the gym of any material changes in my health condition in the future, including but not limited to, any changes, which would cause me to change my responses to the PARQ above. Initial your acceptance of your Duty to Inform of Changes in Health Condition. Initial: _____

PREGNANCY/INJURY/DISABILITY

If you become pregnant, many are encouraged and choose to stay active during their pregnancy terms, provided that the pregnancy is healthy and does not include any complications. If there are complications, a detailed doctor's note must be provided explaining condition, restrictions, dates of inactivity, and date of release back to activity. If an injury occurs in or out of the facility during your term with us, you must seek medical attention and speak with Master Joanna. If you are prohibited from activity, a doctor's note must be provided explaining condition, restrictions, dates of inactivity, and date of release back to activity. During this time, your account will be placed on HOLD for the specified time indicated. The amount of time will then be added to the end of your agreement, extending it for the said amount of time. If you become disabled for at least three (3) months during the membership terms and that disability is confirmed in writing by a physician, you have the right to an extension and/or termination of the contract.

RESIDENCY CHANGE/FACILITY MOVE OR CLOSURE

If you move your residence more than 15 miles from any Palangi location, cancellation under this section requires written proof of new permanent address, phone number, name and address of new employer, and requires 20 days advance written notice. If the Academy is closed for a month or more, you are entitled to your choice of either an extension of contract or prorated refund, except if the closing is not the fault of the facility, in which case the choice of remedy is of the entity Palangi Kickboxing, Inc. In the event that the studio is relocated further than fifteen (15) miles from the location and there is no other branch, affiliate, or parent company offering such services, the student may terminate this agreement upon written notice to the Academy within ten (10) days after such relocation.

CANCELLATION/EARLY TERMINATION

You may cancel this agreement at any time for a fee of \$75. Cancellation must be made in writing with the return of your key fob. A \$50 fee will be charged for all fobs not returned.

THIRD PARTY BILLING INFORMATION

I, the student, understand that my tuition is arranged in monthly installments, withdrawn from a third party, which has a fiduciary responsibility to collect all payments in a timely manner. Any modifications, changes, amendments, or cancellations of the student enrollment must be in writing. No oral amendments, Facebook messaging, or modifications are to be made to the student enrollment agreement. I further understand that failure to complete the training does not relieve me of my obligation to pay tuition in full. The budgeted tuition payment plan is not affected by my training schedule and/or attendance. For all agreements in which monthly payments will be made, all payments will be automatically billed by Palangi Kickboxing, Inc through Mindbody and Transfirst.

Full Name: _____ Signature: _____ Date: _____