

SHINE

PERFORMING ARTS STUDIO

The Academy at Shine Membership Agreement

1. **PAYMENT OF MEMBERSHIP FEES.** All payments to Shine are final and can be made by one of the following options: 12 Month Contract: 1 Payment. Month to Month (no contract) OR 12 Month Contract: Payment Plan: Should Member select the Month to Month (no contract) OR 12 Month Contract: Payment Plan options, Member agrees to pay the then-current monthly Membership Fee each month thereafter through automatic withdrawals from a card on file. Additionally, Member shall pay an annual registration fee of Twenty-five Dollars (\$25.00).
2. **TERM.** All memberships of The Academy at Shine are either month-to-month or annual (when agreeing to a year contract), and payments are due on the 15th of the month. Automatic drafts will not be cancelled without written notice prior to the 15th of the month, either by mail or by electronic means (i.e., email). No refunds will apply.
3. **DEFAULT/REMEDIES.** Any monthly payment received more than ten (10) days after the due date shall be subject to a late charge of ten percent (10%) of the amount due or Twenty Dollars (\$20.00), whichever is greater.
4. **RELEASE AND WAIVER OF LIABILITY.** Member recognizes that there are hazards and risks connected with physical activity. These risks include, but are not limited to, abnormal blood pressure, fainting, heart disorders and heart attack, dehydration, heat exhaustion, sprains, muscle strain, blisters, stress fracture, shin splints, tendonitis, cartilage tears, bursitis, back pain and bruising of joints. Exercise beyond one's physical limits and/or accidents involving exercise equipment may result in serious injury or even death. Member agrees to defend, indemnify and hold harmless Shine against any loss, damage or expense incurred by reason of any claim or liability based upon personal injury (including death) or property damage arising out of the negligent or intentional action of Member. Member further agrees to release Shine and its owners, officer, agents, employees and/or affiliates from any and all liability arising out of injury to Member, and further agrees to defend, indemnify and hold Shine, its owners, officers, employees and/or affiliates free and harmless from against the same. Member hereby consents to being photographed and/or recorded for such purposes.

5. **RULES AND REGULATIONS.** Member acknowledges that Shine operates under rules and regulations established for the safety and protection of its members, and agrees to be bound by such rules and regulations, as well by the rules and regulations subsequently approved and posted or otherwise published by Shine. Such rules and regulations in effect from time to time are incorporated into this Agreement by reference. Facilities, equipment, hours, service, regulations and policies are subject to change from time to time, without prior notice, in the sole discretion of Shine. Member agrees to accept such reasonable change(s) as a condition of membership.

6. **PROHIBITED ACTIVITIES.** Alcohol, drugs, and smoking are prohibited within the Facility. Member agrees not to use the Facility or engage in any activity at Shine while under the influence of drugs or alcohol. No weapons of any kind are allowed.

7. **TERMINATED CONTRACTS.** Members who select the 12 Month Contract (1 Payment or Payment Plan) are agreeing to pay membership fees for 12 months. I understand that tuition is non-refundable. 12 Month Contract: Payment Plan Members who break the contract will owe Shine the difference between the month-to-month cost and the 1 year contract membership cost on all months that they belonged to The Academy at Shine. The difference between prices is \$50/month.

8. **PAYMENT.** Members must have a valid debit or credit card number on file.

9. **HEADINGS.** The headings in this Agreement are inserted for convenience only and shall not constitute a part of this Agreement.

10. **BINDING EFFECT.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

11. **ENTIRE AGREEMENT.** This Agreement, including the schedules, lists and other documents referred to in this Agreement which form a part of this Agreement, embody the entire agreement and understanding of the parties with respect to the subject matter contained in this Agreement. There are no restrictions, promises, warranties, covenants or undertakings, other than those set forth or referred to in this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to each subject matter.

12. **GOVERNING LAW.** This Agreement, and all documents mentioned herein by reference, shall be governed by the laws of the State of Texas.

13. **FURTHER ASSURANCES.** The parties agree to execute such further documents as may be necessary, proper or convenient, for the purpose of fully effectuating the terms and conditions of this Agreement.

14. **SUSPENSION AND TERMINATION.** I understand that Shine may suspend or terminate my membership at any time, in its sole and absolute discretion, for non-payment of Membership Fees or for violation of any of Shine's policies and procedures, and that in so doing, Shine assumes no further liability to adhere to the terms of this Agreement.

15. **ACCEPTANCE OF TERMS.** As a Member, I understand that I am entitled to use the Facility within the scope of the membership that I have selected, and that I am obligated to pay my dues and fees regardless of whether or not I use the membership. I certify that I have read the foregoing Membership Agreement, and that by submitting payment, I acknowledge that I understand and agree to be bound by all of the terms and conditions hereof.