



MEMBERSHIP AGREEMENT

The undersigned buyer (“Member”) hereby purchases a membership from FARROW COMPETITIVE TRAINING, DBA DEEZEL MUSCLE (“Gym”) in accordance with all the terms, conditions, and obligations set forth herein. This membership permits Member to use Gym facilities during the Agreement term subject to such rules, regulations, terms, and conditions to this Agreement.

**Member Information**

\_\_\_\_\_ Last Name First Name \_\_\_\_\_

\_\_\_\_\_ Telephone Number Occupation \_\_\_\_\_

\_\_\_\_\_ Street Address City Zip \_\_\_\_\_

\_\_\_\_\_ Date of Birth Email Address \_\_\_\_\_

\_\_\_\_\_ Emergency Contact Relationship \_\_\_\_\_

\_\_\_\_\_ Telephone Number Work Number \_\_\_\_\_

**Membership Installment Plan**

This membership has a term of Month-to-Month. Installments will be automatically collected on the fifth (5<sup>th</sup>) of every month. The first installment will be prorated as:

Date: \_\_\_/\_\_\_/\_\_\_ Prorate: \$\_\_\_\_\_.\_\_\_ Total: \$\_\_\_\_\_.\_\_\_.

The charge each month thereafter will be \$\_\_\_\_\_.\_\_\_ including tax. The date this Agreement is entered into is \_\_\_/\_\_\_/\_\_\_\_\_. Your first monthly installment will be on \_\_\_/\_\_\_/\_\_\_\_\_.  
\_\_\_\_\_

**Member Initials**

**PAYMENT AUTHORIZATION AGREEMENT FOR AUTOMATIC ELECTRONIC TRANSFERS:** I, \_\_\_\_\_, authorize and agree to automatic payments for all amounts, timing and from the account indicated below:

**Credit/debit card:** \_\_\_\_\_ **Exp. Date:** \_\_\_\_/\_\_\_\_

**Changing Payment Account:** If a Member wants to change the account used to make payments to the Gym, new account information (void check or credit/debit card number) must be provided at least thirty (30) days prior to the payment due date. New account information must be provided in person at the Gym.

**Service Charge (\$25) and Re-billing for a rejected automatic payment:** In the event any payment authorized under this payment authorization is rejected by the Member's bank or credit card provider for any reason, if the Gym has not properly received a notice of account changes, the Gym may resubmit the regularly scheduled charge prior to the next scheduled payment. If successful, that charge will be deemed timely paid and no late charge assessed. If the re-submittal is returned uncollected, the rejected amount plus a one-time \$25 service charge will be added to Member's next scheduled payment (together, the rejected payment and service charge are called the "Prior Month Re-Bill").

**Member Initials** \_\_\_\_\_

### **ADDITIONAL TERMS AND CONDITIONS**

**DEFAULT:** You will be in Default if you breach any of these Agreements terms or conditions. If you are in Default, your Membership privileges may be denied and the remaining balance due under this Agreement may become immediately due and payable at the Gym's option. Membership is not transferable. You may not sell, assign, or transfer this Agreement, membership number. Any such attempted sale, assignment or transfer shall null and void. In any legal action brought to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees incurred, as awarded by the Court. Both parties hereby expressly waive any right to a jury in any legal action arising for this Agreement.

**MEMBERS RIGHT TO CANCEL:** You the Member, may cancel this Agreement by giving a minimum thirty (30) day notice prior to your next scheduled monthly Membership installment. If you choose to cancel this Agreement, you must either send a signed and dated written notice of cancellation by certified mail with return receipt requested to 2120 East Sixth Street Suite #4, Tempe, AZ 85281, or deliver the notice in person at the Gym. Or by signing a cancellation form at the Gym.

**RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF RISK:** Upon signing this Agreement and forever thereafter, you agree that if you engage in any physical

exercise or activity or use Gym facility on the premises, you do so at your own risk and assume the risk of any and all injury. Your assumption of risk includes the following without limitation: use of any exercise equipment (mechanical or otherwise), the sidewalks, parking lot, lobby area, or any equipment in or around the Gym facility. You agree to assume risk of participation in any activity, class, program, instruction, or gym sponsored event. You agree that you are voluntarily participating in the aforementioned activities and using the Gym facilities and premises, and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property. You agree on behalf of yourself (and all of you personal representatives, heirs, executors, administrators, agents, and assigns) to forever release and discharge the Gym and our affiliates (including, but not limited to, FARROW COMPETITIVE TRAINING, any of their related companies and their employees, agents, representatives, successors, and assigns) from any and all claims or cause of action (now or unknown) arising out of the negligence, whether active or passive, of the Gym or any of its affiliates, owners, employees, agents, representatives, successors, and assigns.

**GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Arizona, and to the extent preempted, by the law of the United States.

**GYM RULES:** You, the Member, understand and agree to all rules and regulations of using the Gym facility as posted in the Gym facility. The Gym reserves the right to change or modify these rules and regulations in the future without prior notification to the Member. The Gym reserves the right to revoke this Agreement if the Member willfully fails or refuses to abide by such rules and regulations.

**TERMINATION:** The Gym reserves the right to terminate the membership of any Member at any time. Or any Member in violation of the terms and conditions of this Agreement.

**Notice to the Member: (1) Do not sign this Agreement before you read it. (2) You are entitled to a copy of this Agreement upon request.**

**YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE, FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, YOU ARE GIVING UP A SUBSTANTIAL RIGHT, YOUR RIGHT TO BRING LEGAL ACTION OR ASSERT A CLAIM AGAINST FARROW COMPETITIVE TRAINING FOR ITS NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON ITS PREMISES. YOU HAVE READ AND VOLUNTARILY SIGNED THIS WAIVER AND RELEASE FORM AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. YOU AGREE, FOR YOURSELF AND YOUR SUCCESSORS, THAT THE ABOVE**

**REPRESENTATIONS ARE CONTRADICTION OF THIS AGREEMENT, THE ASSERTING PARTIES SHALL BE LIABLE FOR THE EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) INCURRED BY THE PARTY OR PARTIES IN DEFENDING AGAINST ANY SUCH ACTION. YOU ACKNOWLEDGE THAT THIS WAIVER AND RELEASE WAS NEGOTIATED BY AND BETWEEN THE PARTIES TO THIS AGREEMENT.**

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Farrow Competitive Training Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**PERSONAL TRAINING PACKAGE**

**FARROW COMPETITIVE TRAINING**

This package entitles Member to use a FARROW COMPETITIVE TRAINING Personal Trainer by appointment only during the Agreement term, subject to such rules, regulations, terms and conditions of this Agreement as may be in effect.

**INSTALLMENT PLAN**

Date of Purchase: \_\_\_\_/\_\_\_\_/\_\_\_\_

Term (circle one):    Month-to-Month    Paid in Full(PIF)

Training Plan Type and Description: \_\_\_\_\_  
\_\_\_\_\_

Monthly Installment Amount: \$\_\_\_\_\_.

Number of Sessions per Month: \_\_\_\_\_ / Number of Sessions PIF: \_\_\_\_\_

Prorated Amount: \$\_\_\_\_\_ Prorated Number of Sessions: \_\_\_\_\_

Prorated Total: \$\_\_\_\_\_.

Installment Due Date (circle one):    1<sup>st</sup> of the month    15<sup>th</sup> of the month

First Installment Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Last Installment Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**CANCELATION OF PACKAGE:** cancellation of a month-to-Month term requires a thirty (30) day notice prior to your next scheduled monthly Personal Training Installment. Cancellation forms must be in writing and signed in person at the Gym or sent by certified mail to 2120 E Sixth Street Suite #4, Tempe, AZ 85281.

Credit/debit card: \_\_\_\_\_ Exp. Date: \_\_\_\_/\_\_\_\_

**PAYMENT AUTHORIZATION AGREEMENT FOR AUTOMATIC ELECTRONIC TRANSFERS** must be properly signed in the Farrow Competitive Training Membership Agreement. If you Default, either for you Membership or your Personal Training Package, all personal training sessions will be frozen and unavailable for use until all debts have been paid.

**PERSONAL TRAINING PROGRAM SERVICES:** All appointment cancellations must be made twenty-four (24) hours prior to the scheduled appointment or they will be considered a “no-show”. In the event you “no-show” for your scheduled session, you will be charged for that session. Does not apply to group training.

**REFUNDS:** NO REFUNDS WILL BE MADE FOR LAPSED OR UNUSED SESSIONS.

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Farrow Competitive Training Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date