

## Recurring ACH/EFT Payment Authorization

You authorize regularly scheduled charges to your checking/savings account or credit card. You will be charged the amount indicated below each billing period. A receipt for each payment will be provided to you and the charge will appear on your bank statement as an "ACH Debit" or "EFT". You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

I, \_\_\_\_\_ authorize **JACKS GYM & FITNESS LLC** to charge my bank account/Credit Card indicated below for \$ \_\_\_\_\_ on the \_\_\_\_\_ of each month.

This payment is for **MONTHLY ANYTIME ACCESS** beginning on \_\_\_\_\_ of the month and billed thereafter every month on \_\_\_\_\_ for the amount of \_\_\_\_\_. Payment is acknowledgement of **JACK'S GYM & FITNESS** rules, procedures, and waiver of liability of injury.

### Billing Information

Billing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Phone # \_\_\_\_\_

Email \_\_\_\_\_

### Bank Details

Checking  Savings  Credit Card

Membership \_\_\_\_\_

Bank Name \_\_\_\_\_ Transaction Fee \_\_\_\_\_

Account Number \_\_\_\_\_ ACH/EFT Total \_\_\_\_\_

Routing Number \_\_\_\_\_

CC Number \_\_\_\_\_ Exp \_\_\_\_\_ CVC \_\_\_\_\_

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify **JACKS GYM & FITNESS LLC** in writing of any changes in my account information or termination of this authorization at least **30 days** prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that **JACKS GYM & FITNESS LLC** may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$30 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH/EFT transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this bank account and will not dispute these scheduled transactions with my bank; so long as the transactions correspond to the terms indicated in this authorization form.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**JACK'S GYM & FITNESS**  
**FITNESS CENTER WAIVER AND RELEASE OF LIABILITY**

**PAID MEMBERSHIP FEE OF ANY KIND ACTS AS A SIGNED WAIVER**

In consideration of my use of the exercise equipment and facilities provided by the company, **JACKS GYM & FITNESS LLC**, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the company and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the company.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge the company, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold the company harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

I agree to be solely responsible for safety and wellbeing of my guest and myself. I understand that the company does not provide supervision, instruction, or assistance for the use of the facilities and equipment.

I agree to comply with all rules imposed by the company regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that the company is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

**I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.**

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

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

Print Name: \_\_\_\_\_