

## Membership Contract

1. **GYM MEMBERSHIP FEES & DUES.** Memberships are prepaid on a 2-week recurring basis until cancelled.
  - **Adapt Basic Gym Membership** \$32.99/2 weeks **\$32.99 due at joining**
  - **Adapt Plus Gym Membership** \$44.99/2 weeks **\$44.99 due at joining**
  - **Adapt VIP Gym Membership** \$59.99/2 weeks **\$59.99 due at joining**
  - **Adapt Nutrition Membership** \$59.99/2 weeks **\$154.99 due at joining (includes eval fee +\$95)**
  
2. **INDIVIDUAL TRAINING FEES & DUES.** 1-on-1 fitness training are prepaid on a 2-week recurring basis, or paid ala carte, until cancelled
  - **1-on-1 Fitness Training (ala carte)** \$75.00/session **Paid ala carte**
  - **1-on-1 Fitness Training (2x/week, 6 weeks):** \$264.99/2 weeks **\$264.99 due at joining**
  - **1-on-1 Fitness Training (2x/week, 12 weeks):** \$249.99/2 weeks **\$249.99 due at joining**
  - **1-on-1 Fitness Training (2x/week, 20 weeks):** \$219.99/2 weeks **\$219.99 due at joining**
  
3. **PUNCH CARD & ADD-ON FEES & DUES.** A joining fee does NOT apply to class punch cards. Payment for class punch cards are due in full at joining:
  - **Punch Card (10 Classes)** - \$79.99 – no refunds/cancels **\$79.99 due at joining**
  - **Punch Card (5 Classes)** - \$49.99 - no refunds/cancels **\$49.99 due at joining**
  - **Exercise Program App Access** - \$7.99/2 weeks **\$7.99 due at joining**
  - **Individual Exercise Programming** - \$39.99/2 weeks **\$39.99 due at joining**
  
4. **FACILITY ENHANCEMENT FEE.** Adapt Physical Therapy & Fitness LLC (DBA Adapt Community Fitness) reserves the right to draft a \$19 annual facility enhancement fee from members for improvements to gym equipment and facilities. I understand my account *may* be drafted annually on or within 30 days from the day and month of my initial membership joining. A facility enhancement fee will not apply for persons specifically with an active gym membership or nutrition membership only.
  
5. **BILLING FOR MEMBER DUES.** By signing this agreement, I authorize Adapt Physical Therapy & Fitness LLC (DBA Adapt Community Fitness) to charge my bank account or credit card, whichever is preferred, at date of membership joining, for my dues as described above. I understand that the membership will AUTOMATICALLY RENEW unless Adapt Physical Therapy & Fitness LLC (DBA Adapt Community Fitness) has received and acknowledged written notice (via email, website contact form, or other electronic or written means) of membership cancellation and to stop charging the account on file. Written notice and acknowledgement of membership cancellation must occur within thirteen (13) days from the next scheduled billing date, otherwise I understand that my account will be charged, in full, for the following 2 weeks.
  
6. **DATES OF BILLING.** Memberships & dues will be drafted from the account every two weeks, beginning on the date of membership joining. I understand that if I would like to adjust the dates of drafting, I must provide written notification (via email or website contact form) to Adapt Physical Therapy & Fitness LLC (DBA Adapt Community Fitness) for review and approval or rejection. I understand that prorated billing will be applied in the event that dates of billing are adjusted.
  
7. **MEMBERSHIP LENGTH:** Membership terms will remain in full effect for 2 weeks from the date of joining. Membership contracts will be automatically renewed for an additional 2 weeks, on a recurring & perpetual basis, with the same terms as listed in this contract, unless prior written notice of cancellation, or terms are adjusted and agreed upon between the parties.

## 8. CANCELLATION AND REFUNDS.

- a. **Right to Cancel.** You are permitted to cancel this contract until midnight of the 3rd operating day after the date on which you signed the contract. If the facilities or services that are described in the contract are not available at the time you sign the contract, you have until midnight of the 3rd operating day after the day on which you received notice of their availability, to cancel the contract. If within this time period you decide you want to cancel this contract, you may do so by notifying Adapt Physical Therapy & Fitness LLC (DBA Adapt Community Fitness) by any writing mailed or delivered to the address shown on this contract, within the previously described time period. If you do so cancel, any payments made by you, less a user fee of no more than \$3 per day of actual use, will be refunded within 21 days after notice of cancellation is delivered, and any evidence of any indebtedness executed by you will be canceled by Adapt Physical Therapy & Fitness LLC (DBA Adapt Community Fitness) and arrangements will be made to relieve you of any further obligation to pay the same.
- b. **Refunds.**
  - i. **Gym Memberships, Nutrition Membership, 1-on-1 Fitness Training, & Add-Ons:** Dues are prepaid for the following 2 weeks of services and/or facility use. This membership agreement may be cancelled with written notice, at any time, within thirteen (13) days from the next scheduled billing date, otherwise the account will be charged, in full, for the following 2 weeks. You have the right to cancel the agreement and receive a refund for your payment, minus the daily prorated amount for any days of use of the facility or services.
  - ii. **Class Punch Cards:** Class Punch Cards are non-refundable and non-modifiable. Written requests for extensions for timeline of use of the punch card (i.e. extending from 45 days of expiration to 60 days of expiration) may be made to Adapt Physical Therapy & Fitness LLC (DBA Adapt Community Fitness), and any adjustments to timeline of use of the punch card is at sole discretion of Adapt Physical Therapy & Fitness LLC (DBA Adapt Community Fitness). Punch cards are non-transferrable.
- c. **Death or Disability.** If you are unable to make use of or receive the services contracted for because of death or disability, you are liable for only that portion of the total consideration proportional to the elapsed time portion of the contract at the time of the death or disability.
- d. **Facility Closure or Service Termination.** If any of the facilities or services described in this contract become unavailable or are no longer fully operational, before full receipt of the services and use of facilities for which you are contracted, you are liable for only that portion of the total consideration proportional to the elapsed time portion of the contract at the time of the unavailability. You are entitled to a refund of any other funds already paid.

9. **MEMBER OBLIGATION.** Members are responsible for the timely payment of all membership dues. Failure to use the membership and utilize the facilities, which are continuously made available to the member, does not relieve the member of responsibility of payment. A \$10 service charge will be added to the member account each month to payments delinquent by over 14 days. Memberships may be suspended or terminated at sole discretion of Adapt Physical Therapy & Fitness (DBA Adapt Community Fitness) if payment is not received in full, including any service charges accrued, within 30 days past-due.

## 10. CHILDREN & GUEST POLICY.

- a. **Children.** Children or legal dependents must have an active membership to utilize the facilities or equipment. Children or legal dependents under the age of 15 must be accompanied by an adult member, at all times if present in the facilities, and are the sole responsibility of the adult member, who must be a legal guardian. Children between the ages of 16 and 18 may be present in the facilities without legal guardian supervision, with prior written consent from the legal guardian.
- b. **Guests.** Guests are permitted to utilize facilities for a \$12 daily pass fee, which may be utilized during any programs, classes, or open gym times. Adapt Physical Therapy & Fitness LLC (DBA Adapt Community Fitness) reserves the right to refuse admission to any person. Guests are required to provide proof of

identity with valid ID, as well as sign a Release of Liability waiver legibly. Guests under the age of 18 must be accompanied by an adult member.

- 11. SMOKING, ALCOHOL, & DRUG POLICY.** Smoking, use of tobacco, or use of vaping products is not permitted in the facility or on the premises. Consumption of alcohol, or being under the influence of alcohol, is not permitted in the facility or on the premises. Use of illegal drugs or banned substances is not permitted in the facility or on the premises. Individuals suspected of, or knowingly breaking this rule, will be asked to leave the premises, and the proper authorities may be contacted to protect the safety of the patrons.
- 12. SAFETY.** Individuals utilizing the facilities or equipment must be able to participate fully in physical activity and exercise without danger to their own personal health. Individuals are encouraged to seek medical advice and clearance for physical activity or exercise from a trusted healthcare provider prior to participating in physical activity or exercise. Stop exercising if you are dizzy, overheated, short of breath, experience chest pains, or experience changes in your thinking. Do not use equipment you are unfamiliar with, and ask staff if you have any questions on proper use of equipment. Please keep the exercise floor clear of obstructions, and ensure ADA accessible pathways for wheelchair users or individuals with mobility impairments at all times. Wet surfaces may be present from time to time due to cleaning of the floor or equipment, so please use caution. Shower shoes are recommended if utilizing showers in the locker rooms. Please advise staff of any suspected, or known, defects to equipment or facilities immediately.
- 13. HYGIENE.** Wiping down and/or cleaning of equipment after each use is required for all persons utilizing the facility. Members utilizing storage lockers are responsible for proper hygiene of the contents in their locker. Personal materials or contents that are soiled, produce a strong odor, or otherwise cause concern from other patrons will be removed from the exercise area and/or discarded.

**I, the member, or legal guardian on behalf of the member, understand and agree to the terms of this Membership Contract in full, and I have been given a copy of this signed agreement. Adapt Physical Therapy & Fitness LLC (DBA Adapt Community Fitness) obligates itself to furnish me with competent instructors, on-site supervision during hours of operation, and suitable facilities for physical exercise or other services as agreed upon in this contract. I, the member, agree that I am physically able to participate in physical activity or exercise as provided by Adapt Physical Therapy & Fitness LLC (DBA Adapt Community Fitness). I, the member, agree to faithfully comply with all the rules and regulations of the fitness center as outlined in this contract, or those posted within the facility. This is the entire Membership Contract between the parties and no oral statements may modify this agreement. By signing, I accept and agree to the terms and conditions set forth within this contract.**

Name of Participant:

Date:

Signature of Participant (or Legal Guardian if Participant is minor or legal dependent)