



FLEXIBLE FITNESS, LLC MEMBERSHIP AGREEMENT
(Paid-In-Advance)

First Name _____ MI _____ Last Name _____ Gender _____
 Home Address _____ Date of Birth _____
 City _____ State _____ Zip _____ Home Phone _____
 Email address _____ @ _____ Cell Phone Number _____

The undersigned Member, being desirous of becoming a member of Flexible Fitness, LLC agrees as follows:

1. **PAR Q.** Member represents and warrants that all facts stated in the Physical Activity Readiness Questionnaire (PARQ) submitted by Member are true and correct. The PAR Q is incorporated by reference as part of this Agreement.
2. **PAYMENT.** All payments to Flexible Fitness, LLC can be made in one of the following options.
 - A. **Six Month Payment:** A payment of \$ _____ which includes tax must accompany the Agreement.
 - B. **Annual Payment:** A payment of \$ _____ which includes tax must accompany the Agreement.

Additionally, member shall pay with this agreement, a non-refundable initiation fee of \$100.00.

FEDERAL DISCLOSURE				
Annual Percentage Rate	Finance Charge	Amount Financed	Total Payments	Total Sales Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after making all payments.	The total cost of your purchase on credit, including a down payment.
0 %	\$ 0	\$ 0	\$ _____	\$ _____ (Down) \$ _____ (Total)

Your Payment Schedule: One Payments of \$ _____ due on _____.
Late Charge: If we receive a payment more than 10 days after the due date, we may charge you 5% of the unpaid amount of the installment, or \$20.00, whichever is greater.
Prepayments: If you pay off early, you may be entitled to a refund of part of the finance charge, but only if interest was pre-computed.
 See the other provisions of your retail installment contract for additional information about nonpayment, default, any required prepayment in full before the scheduled date and prepayment refunds.

3. TERM AND CANCELTION. The Initial Term of this agreement is ____ six months ____ twelve months from the execution date of this agreement paid in full with payment in advance. This agreement may be renewed only by with the consent of both parties. Member may cancel this agreement for a full refund during an Initial Cancellation Period by providing notice by midnight of the third business day after the date Member has signed this agreement. All notices must be hand delivered or sent certified mail to 6909 W Hefner Road, Oklahoma City, Oklahoma, 73162. After the Initial Cancellation Period, no refunds shall apply except for the following:

- A. **Death or Permanent Disability:** If by reason of death or permanent disability, the member is unable to engage in physical fitness activity and acceptable written proof is provided to Flexible Fitness, she/he or her/his estate shall be provided a refund equal to the amount paid divided by the number of weeks in the term of the agreement multiplied by the number of weeks the facility was used plus any waived initiation.
- C. **Permanent Relocation:** If by reason of relocation more than twenty-five miles away and acceptable written proof is provided to Flexible Fitness, she/he or her/his estate shall be provided a refund equal to the amount paid divided by the number of weeks in the term of the agreement multiplied by the number of weeks the facility was used plus any waived initiation.
- C. **Closing Or Relocation Of Facility:** Member may cancel this agreement if this facility moves or goes out of business and fails

Member's Initials _____

to provide alternative facilities within 8 miles of the notice location above. Upon receipt of notice by Member to cancel this agreement per this provision, she/he or her/his estate shall be provided a refund equal to the amount paid divided by the number of weeks in the term of the agreement multiplied by the number of weeks the facility was used plus any waived initiation.

4. RETURN CHECK CHARGES. Any returned checks or ACHs for insufficient funds shall be accessed a fee of \$25.00.

5. MEMBERSHIP ACCESS. Member will be issued an access code which will entitle Member to enter and enjoy the benefits of the facility. Member agrees not to allow any other person to access the facility with the Member's access code and will not allow anyone to enter along with Member. Member agrees to safeguard the identity of the access code. Should Member violate the conditions of Membership Access, Member's membership may be revoked and criminal prosecution may be applicable.

6. FACILITY HOURS OF OPERATION. The facility is an un-manned fitness center and with the exception of any closures for maintenance or any mandatory shutdowns by the property management or any government entity, is open twenty-four hour a day, three-hundred-sixty-five days a year.

7. PERSONAL TRAINING. Flexible Fitness, LLC offers no personal training. However, some of the Members of Flexible Fitness, LLC are personal trainers. Should Member wish to make arrangements for personal training with one of the Members who is a trainer, that arrangement is solely and exclusively between Member and the Member who is a personal trainer. Flexible Fitness is not a party to any arrangement between Members for personal training, receives no compensation from any arrangement between the Members, and is not liable in any way for any results or lack of results obtained from any personal training arrangements between the members. All release and waiver of liability as outlined in section 8 below apply to any and all fitness activities member engages in, regardless of any arrangement between Members for personal training. Any introductions by Flexible Fitness, LLC of a Member who is a personal trainer to Member shall not be considered by Member to be an endorsement of the trainer by Flexible Fitness, LLC. No Member of Flexible Fitness, LLC who is a personal trainer shall represent themselves to be an employee or affiliated with Flexible Fitness, LLC in any way other than via their membership in the facility. No Member may use the Flexible Fitness name or LOGO for any purpose.

8. RELEASE AND WAIVER OF LIABILITY. Member recognizes that there are hazards and risks connected with physical fitness training. 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 fractures, 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 death. Member agrees to defend, indemnify, and hold Flexible Fitness, LLC and its officers, agents, and employees harmless from and against any and all loss, damage and 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 Flexible Fitness, LLC and its owners, officers, agents, and employees from any and all liability arising out of injury to Member and further agrees to defend, indemnify, and hold Flexible Fitness, LLC, its owners, officers, employees, and agents free and harmless from and against the same. Additionally, member acknowledges that surveillance cameras are in use for the protection of the facility and its equipment. Member gives its consent to be photographed and/or recorded.

9. RULES AND REGULATIONS. Member acknowledges that Flexible Fitness, LLC operates under rules and regulations established for the safety and protection of patrons and agrees to be bound by them as well as by rules and regulations subsequently approved and posted or published by Flexible Fitness, LLC. 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, without prior notice, at the sole discretion of Flexible Fitness, LLC, and Member agrees to accept such reasonable change as a condition of membership. Member additionally recognizes:

- a. Under no circumstances shall a member move exercise equipment or use the equipment in any manner not authorized by Flexible Fitness, LLC.
- b. All equipment shall be wiped down by Member with the supplies provided after each use.
- c. This membership is only for Member only and Member will not give access to another individual or misuse the equipment.
- d. Members are to conduct themselves in a quiet, well-mannered fashion so as not to cause any disturbance, which may interfere with the use and enjoyment of the facility by others. Profane or indecent language and/or behavior are not allowed. Any conduct deemed by Flexible Fitness, LLC in its sole discretion to be offensive, potentially harmful, dangerous or abusive will not be tolerated.
- e. All participants must be at least eighteen years of age unless otherwise authorized by Flexible Fitness, LLC.
- f. Flexible Fitness, LLC is not responsible for lost or stolen items.
- g. Member should not occupy a weight station for an extended period of time. Member should allow those waiting for machines to work into their rotation.

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h. The climate of the facilities is controlled by Flexible Fitness, LLC and is set to provide the optimum exercise environment for the majority of the members. Members shall not change or seek to change any environmental controls and shall never prop open any facility doors or windows for any purposes.

10. PROHIBITED ITEMS AND ACTIVITIES. No Alcohol, Drugs, or Smoking. You cannot use the facilities or engage in any activity at Flexible Fitness, LLC while under the influence of drugs, alcohol, or medication that may impair the ability to operate equipment. Also, Flexible Fitness, LLC does not permit smoking, alcohol, illegal drugs, including steroids in its Facilities. No weapons of any kind are permitted in Flexible Fitness, LLC. No photography, video taping, filming or audio recording, is permitted on these premises without written permission of the Management of Flexible Fitness, LLC. Flexible Fitness, LLC reserves the right to limit the consumption of food or beverages in workout areas. Flexible Fitness, LLC reserves the right, in its sole discretion, to limit or restrict the use of outside equipment in the club. Gambling or gaming is prohibited in the Club or on Club premises.

11. DRESS/TOWEL POLICY. Flexible Fitness, LLC requires you to wear appropriate clothing and footwear while in the Facilities. Here are general guidelines: gym shorts, T-shirts, jogging, aerobic and sweat outfits are all right for exercising or aerobics, but street clothes/shoes and jeans are not. No street or black-soled shoes permitted. You must have a cloth towel with you during workouts to protect and clean the machines you use.

12. MEMBERSHIP TYPES. Flexible fitness offers full access memberships that allow access at any and all times, Limited Access which allows access from 10:00pm to 4:30am daily only as well as Weekend Only Access.

This Membership Agreement is a Full Access Limited Access Weekend Only Access

13. ENTIRE AGREEMENT. This Agreement, and all documents mentioned hereto by reference, constitutes the entire Agreement between Member and Flexible Fitness, LLC. It can not be amended unless by mutual consent in writing by the parties. This agreement is not transferable. This Agreement may not be cancelled except as provided for herein.

14. JURISDICTION. This Agreement shall have the State of Oklahoma as the sole and exclusive jurisdiction and shall be governed under the laws of the State of Oklahoma.

15. SEVERABILITY. If any part of this Agreement shall be held invalid, that part shall be deemed excluded from this Agreement and the remainder of the Agreement shall remain in full force and effect.

16. SUSPENSION AND TERMINATION. I understand that the Center may suspend or terminate my membership without any liability for failure to adhere to the terms of this agreement or for violation of the Center's policies and procedures.

17. ACCEPTANCE OF TERMS. As a Member, I understand that I am entitled to use the facilities within the scope of the membership that I have selected and that I am obligated to pay my dues and fees regardless of whether I use the facilities. I agree to promptly update Flexible Fitness, LLC of any changes of address, phone or credit information.

ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULLD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAIND WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNDS PAID BY THE DEBTOR HEREUNDER.

I certify that I have received, read, understand and agree to all of the terms of this Membership Agreement and agree with all of its terms, and agree to be legally bound by the same to the fullest extent permitted by law.

BUYER'S RIGHT TO CANCEL. If you wish to cancel this Agreement, you may cancel by mailing or delivering written notice to Flexible Fitness, LLC 6909 W Hefner Road, Oklahoma City, Oklahoma, 73162. The notice must say that you do not wish to be bound by the Agreement and must be delivered or mailed by certified mail before midnight of the Third (3) Business day after you sign this agreement. All monies paid under the agreement will be refunded.

Member's Signature

Date

Flexible Fitness, LLC

Date

Member's Initials _____