



FILL OUT THE FORM BELOW AND BRING  
IT WITH YOU TO THE GYM

You can print the form and then fill it out

**or**

You can open it in a PDF reader, fill it  
out, and then print it

# MEMBERSHIP AGREEMENT

Chele Fitness, LLC.  
 19875 Southwest Fwy #290  
 Sugar Land, TX 77479  
 (281) 937-7514 | Michele@DropZoneSL.com



Primary Member: \_\_\_\_\_ Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

ID Number: \_\_\_\_\_ Email: \_\_\_\_\_

Member: \_\_\_\_\_ Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

ID Number: \_\_\_\_\_ Email: \_\_\_\_\_

Member: \_\_\_\_\_ Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

ID Number: \_\_\_\_\_ Email: \_\_\_\_\_

Member: \_\_\_\_\_ Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

ID Number: \_\_\_\_\_ Email: \_\_\_\_\_

### Primary Member's Contact Information

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

\*Emergency Contact Name: \_\_\_\_\_ \*Phone Number: \_\_\_\_\_

### Membership Plan

Single:  month to month  12 months  prepaid\_\_months

Joint:  month to month  12 months  prepaid\_\_months

Family (4 people max):  month to month  12 months  prepaid\_\_months

Corporate # of people\_\_\_\_:  month to month  12 months  prepaid\_\_months

### Credit Card Authorization

\*Name on the Card \_\_\_\_\_

\*Type of Card:  Visa  MC  AMEX  Discover  Other

\*Account Number \_\_\_\_\_

\*Expiration Date \_\_\_\_\_ \*Security Code: \_\_\_\_\_

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

\*City, State, Zip \_\_\_\_\_

\*Signature \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

EFT Checking  EFT Savings Financial Institution: \_\_\_\_\_

Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

*For purposes of this payment authorization, the term "I" refers to the new member whose name appears above as the primary account holder and whose signature appears below. "You" refers to my financial institution identified above. I authorize you to pay monthly drafts on my behalf to Club Owner (or its designee) in the amount of \$\_\_\_\_\_, beginning \_\_/01/\_\_\_\_. These payments will continue until I submit a written notice of cancellation of my membership to the Club as instructed on page 2 of this Agreement. I agree I am bound by the membership payment terms and unpaid account balance due upon cancellation. I agree that you will be fully protected in honoring these drafts and that your treatment of them and rights in respect to them are the same as if personally signed by me. I understand that I must notify the Club of account changes by the start of the billing cycle on the 25th of each month, and that I will incur an additional fee of \$20 per month whenever there is a payment default.*

### Initial Payment:

\* Enrollment \$ \_\_\_\_\_  
 \* Access card(s) \$ \_\_\_\_\_  
 \* Pro-rated dues \$ \_\_\_\_\_  
 \* \_\_\_\_\_ \$ \_\_\_\_\_  
 \* \_\_\_\_\_ \$ \_\_\_\_\_  
 \* \_\_\_\_\_ \$ \_\_\_\_\_

Total Payment \$ \_\_\_\_\_

Paid By:

Check  Cash  Card

# ASSUMPTION OF RISK OF INJURY AND WAIVER OF CLAIMS

I **acknowledge** that the Club is an unsupervised fitness center and there is possible danger connected with any physical activity, including the dangers of physical injury and death. I assume all risks of injury, and waive all rights to pursue money damages or any other relief of any kind, arising out of (1) my entry into or upon the Club or any other Chele Fitness, LLC location or Chele Fitness, LLC sponsored event; or (2) my use of any equipment, machinery, or facilities in the Club or any other Chele Fitness, LLC location. On behalf of myself and my successors and assigns, I agree to indemnify and will hold harmless Club Owner, Chele Fitness, LLC and all of their owners, employees, agents, successors and assigns from and against any loss or damage that may be sustained by me or any person entering the Club as my guest.

\_\_\_\_ (initial)

**Parent/Guardian:** In exchange for Club allowing my minor child to use the Club, I agree to the Assumption of Risk of Injury and Waiver of Claims clause in this Agreement. I also agree to defend and indemnify Club, Chele Fitness, LLC, or its officers and employees to the fullest extent permitted by law for any claim brought by my minor child against them. I also promise to pay any financial obligation incurred by my minor child for any reason and acknowledge that the banking information on this Agreement is my account. I understand that any child of mine under the age of 16 must be accompanied by an adult at all times while in a Chele Fitness, LLC Club. \_\_\_\_ (initial)

**Financial Co-Signer:** I promise to pay any financial obligation that the member does not pay for any reason and acknowledge that the banking information in this Agreement is my account. I also agree to defend and indemnify Club, Chele Fitness, LLC or its officers and employees to the fullest extent permitted by law for any claim brought by the member. \_\_\_\_ (initial)

**Member's Right to Cancel:** IF I DECIDE I DO NOT WISH TO REMAIN A MEMBER OF THIS CLUB, I MAY CANCEL THIS CONTRACT BY MAILING TO THE CLUB BY MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY I SIGNED THIS CONTRACT A NOTICE STATING MY DESIRE TO CANCEL THIS CONTRACT. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO **19875 Southwest Fwy #290, Sugar Land, TX 77479**. If I cancel, the Club will return, within 30 days of the date on which I gave notice of cancellation, any payments I have made. All refunds will be by credit or check; there are no cash refunds.

**Definitions:** In this Agreement, "Club Owner" means Chele Fitness, LLC, an independent franchisee of DropZone Fitness, LLC "Club" means the club at which the Agreement is signed. "I" and "member" means the person(s) whose name(s) and signature(s) and initials appear on this document. Member is responsible for updating address and contact information.

**Member Obligations:** This Agreement is a legally binding obligation for which I am financially responsible. If I have a prepaid

or 12-month membership, I will automatically become a month-to-month member after the pre-paid or 12-month period and will be billed the then-current monthly membership rate unless I provide notice of cancellation. A 12-month membership has an early cancellation fee of \$75. Member agrees not to conduct any kind of commercial or business activity in the Club and shall not act as a personal trainer for anyone within the Club.

**Cancellation.** After the member's right to cancel period noted earlier (if any), I may cancel my membership by delivering or mailing written notice to the Club at least 30 days in advance of the cancellation date. All membership cancellations are effective on the last day of a month. For example, if I deliver notice on June 15th, I will pay July membership dues and my membership will terminate on July 31. IF I DIE OR BECOME TOTALLY OR PERMANENTLY DISABLED AFTER THE DATE THIS AGREEMENT TAKES EFFECT, EITHER I OR MY ESTATE MAY CANCEL THIS AGREEMENT AND RECEIVE A PARTIAL REFUND OF THE UNUSED MEMBERSHIP FEE BY MAILING A NOTICE TO THE CLUB STATING THE REASON FOR CANCELING THE AGREEMENT. THE CLUB MAY REQUIRE PROOF OF DISABILITY OR DEATH. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO **19875 Southwest Fwy #290, Sugar Land, TX 7747**.

**CLUB UNAVAILABILITY:** IF THE CLUB GOES OUT OF BUSINESS AND DOES NOT PROVIDE FACILITIES WITHIN 10 MILES OF THE FACILITY IN WHICH YOU ARE ENROLLED, OR IF THE CLUB MOVES MORE THAN 10 MILES FROM THE FACILITY IN WHICH YOU ARE ENROLLED, YOU MAY: (A) CANCEL THIS CONTRACT BY MAILING, BY CERTIFIED MAIL, A WRITTEN NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT, ACCOMPANIED BY PROOF OF PAYMENT ON THE CONTRACT TO **19875 Southwest Fwy #290, Sugar Land, TX 77479**; OR (B) FILE A CLAIM FOR A REFUND OF YOUR UNUSED MEMBERSHIP FEES AGAINST THE BOND OR OTHER SECURITY POSTED BY THE CLUB WITH THE TEXAS SECRETARY OF STATE. TO MAKE A CLAIM AGAINST THE SECURITY SEND A COPY OF YOUR CONTRACT, TOGETHER WITH PROOF OF PAYMENTS MADE ON THIS CONTRACT, TO THE TEXAS SECRETARY OF STATE. THE REQUIRED CLAIM INFORMATION MUST BE RECEIVED BY THE SECRETARY OF STATE NOT LATER THAN THE 90TH DAY AFTER THE DATE NOTICE OF THE CLOSURE OR RELOCATION IS FIRST POSTED ON THE SECRETARY OF STATE'S INTERNET WEBSITE.

**Physical Condition and No Medical Advice:** I represent that I am in good physical condition and have no medical reason or impairment that might prevent me from my intended use of the Club. As such, I acknowledge that neither the Club nor Chele Fitness, LLC, provided me with medical advice before I joined, and cannot give me medical advice after I join. If I have any health or medical concerns now or after I join, I will talk to my doctor before using the Club.

**Rules and Regulations:** I agree to follow the Chele Fitness, LLC membership policies and Club rules. Chele Fitness, LLC or the Club may, in its sole discretion, modify its rules or policies without notice at any time. Club rules may vary by location. All signs posted in a Club or communicated verbally are part of the rules of a Club. The Club and Chele Fitness, LLC reserve the right to refund the prorated cost of unexpired services and terminate this membership immediately for any reason or no reason whatsoever.

**Reciprocity:** Membership to the Club allows me to access other Chele Fitness, LLC locations free of charge. My use of all Chele Fitness, LLC locations is subject to the terms of this Agreement and I have the same obligations to any Chele Fitness, LLC location as I have to the Club and Club Owner, including the assumption of risk and waiver of claims. I understand that if I use another Chele Fitness, LLC location more than the Club, my membership will be transferred to that location according to the then-current membership transfer policy. If my membership is transferred, I agree my monthly dues will be the price of the new home club and I may have to sign a new membership agreement with that club.

**Guests:** I will not allow anyone besides me to use my membership access card, and I understand that I will be charged a \$20.00 per visit fee for any unauthorized guest I allow into the Club and that my access card may be deactivated or my membership terminated and a fee will be charged to activate the card or rejoin the Club. I will also be responsible for any losses, damages or liability the Club suffers because of an unauthorized guest I allow into the Club.

**Membership Freeze:** I have the right to freeze my membership for up to three months per year, during which time I will not be charged standard monthly dues. I must provide written notice by the 25th of the month before the month for which the freeze is to take effect. I will incur a \$7 processing charge for each frozen month. For prepaid or 12-month agreements, the membership will be extended one month for each month frozen. A membership cannot be cancelled during a freeze period.

**Money Back Guarantee:** If I do not feel a positive difference in my physical wellbeing within 30 days of signing this Agreement, the Club will give me my money back (enrollment fee, membership dues and access card monies). I must do the following two things – (1) work out at the Club twice per week for four weeks AND (2) attend a “Basic 8” or Fitness Score session with Club staff. To request a refund, I must send or deliver a written notice to the Club

on or before the 30th day of my membership including a statement of why I am requesting a refund. The refund does not apply to tanning, personal training, vending or merchandise purchases.

**Personal E-mail Address:** I understand that I must provide a valid e-mail address to activate my free personal web page. I also will receive occasional emails from Chele Fitness, LLC updating me on my membership benefits. I may opt-out from receiving these updates by replying and requesting to be unsubscribed. I agree that Chele Fitness, LLC may use my e-mail address and other personal information for internal use only & will not share this information.

**Liability for Property:** The Club is not liable to me or my guest for any personal property that is damaged, lost or stolen while on or around Club premises including, but not limited to, a vehicle or its contents or any property left in a locker. If I or my guest cause any damage to the Club, I am liable to the Club for its cost of repair or replacement.

**Facilities and Services:** Club reserves the right at any time to delete, discontinue, repair or replace the facility equipment without any effect on this Agreement. The Club may be closed for up to two weeks each year for maintenance purposes. Video Notice. I may not take photos or videos anywhere in the Club. I understand that the Club uses unmonitored video surveillance and access card usage is logged, which both may be retained by the Club for future use.

**No Steroids:** I understand that the Club bans the use of steroids and I agree not to use, sell or exchange steroids on the Club premises.

**Limitation of Liability:** I agree that, unless controlling legal authority requires otherwise, any award by an arbitrator or a court is limited to actual compensatory damages. I agree that, specifically, neither an arbitrator or a court can award either party any indirect, special, incidental or consequential damages, even if one party told the other party that they might suffer these.

**Miscellaneous:** This is the whole Agreement between the parties and supercedes any prior understandings or agreements of the parties whether written or oral, express or implied. This Agreement may not be amended or modified except in a writing signed by both parties.

*All members must sign below and initial the Assumption of Risk of Injury and Waiver of Claims. A parent or guardian must sign and initial for any minor. Notice to Buyer: Do not sign this Agreement until you read it or if it contains blank spaces. By signing below, I affirm, understand and agree to the above terms on pages 1, 2 and 3 in their entirety.*

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

Date: \_\_\_\_\_ Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Member Signature: \_\_\_\_\_

THIS IS PAGE 3 - MUST BE SIGNED AS REQUESTED

