



Membership Start Date: \_\_\_/\_\_\_/\_\_\_

## MEMBERSHIP AGREEMENT

### Client Information:

Last name	First name	Date of birth	M/F	
Street Address	Apt #	City	State	Zip
Drivers License Number	Business phone	Cell phone	E-mail address	

EMERGENCY CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

## MEMBERSHIP TYPE (Choose one)

### 12 Month (per month)

- Unlimited Adult \$159
- Limited 3x/week \$129

### Prepaid Adult

- 6 Month \$804 (save \$150)
- 12 Month \$1558 (save \$350)

### Punch Card

- 10 Visit Punch Card \$150
- 10 Visit Punch Card Teen \$135
- Drop In \$20

### Discount on 12 Month Memberships:

- \$20 off/month for Full-time Students, Teens (13-19 years), EMT/Fire/Military/Police, Spouses/Couples

### Membership Summary:

- Monthly memberships are paid in advance of service on the 1st day of each month. Punch cards are a one-time payment at time of issuance. \*Full-time student requires proof of current enrollment in at least 12 units.
- New memberships are prorated for the first month. Regular monthly dues apply thereafter with payments made the first day of each month by monthly automatic electronic payment (credit card, debit card, or automatic checking account draft).
- Term Membership will roll over to a continual membership at end of initial term (6 months or one year from membership start date) unless 30 days written notice is given to Seabright CrossFit. No partial months.
- The Membership Agreement and accompanying Release of Liability (collectively the "Agreement") is between Seabright CrossFit and you, the Client (individually, if you are the Client, and/or as agents or guardian of the Client). It is agreed by and between Seabright CrossFit and Client that Client is purchasing, for the benefit of Client, a fitness program membership, from Seabright CrossFit according to the terms on the front and back of the Agreement.

## PAYMENT

Recurring Payment Method:  *EFT*  *Credit Card*

Credit Card Acct# \_\_\_\_\_ Exp. Date \_\_\_\_\_ CVV \_\_\_\_\_  
 Bank Acct# \_\_\_\_\_ Routing # \_\_\_\_\_ Bank Name \_\_\_\_\_

**EFT Request and Authorization:** Client hereby authorizes Seabright CrossFit or its assigns to make periodic charges or withdrawals ("EFT Authorization") from the account described above for payment of any and all fees, late charges, costs, expenses or any other monies due to Seabright CrossFit under the terms and conditions of this Agreement. Client understands that Client is entitled to notice of all varying charges and withdrawals under the EFT, but Client waives the right to receive prior notice for charges or withdrawals made with respect to any uncollected payments or portions of the balance due described above and the corresponding service charges, both of which Client agrees are not varying charges or withdrawals. Client may change the account designated herein upon thirty (30) days written notice to, and approved by, Seabright CrossFit. Client may timely notify the financial institution in control of Client's account to terminate this request, but such notification will constitute a default and may cause all sums under this Agreement to be due and payable immediately together with all costs of collection to extent permitted by law. Seabright CrossFit or its assigns reserves the right to add the following fees to the Client's account balance should any of the following occur: Declined/insufficient funds charge \$25; Hold fee (up to 3 months) \$25; Change membership type fee \$25; Late fee \$25. Client agrees to pay the dues and fees incurred under the terms of this agreement even if he/she does not use the facilities.

# ADDITIONAL TERMS AND CONDITIONS

**CLIENT'S RIGHT TO CANCEL:** The Client may not terminate or cancel the Agreement except as follows: (1) If by reason of death or disability, Client is unable to receive all Seabright CrossFit services for which Client has contracted, Client and Client's estate shall be relieved from the obligation of making payment for services other than those received or obligated prior to death or the onset of disability (subject to signed doctor's note regarding the nature of the disability); and (2) In the event the Client moves further than 25 miles from Seabright CrossFit, Client may terminate this agreement by supplying proof of new residence.

**CLIENT'S RIGHT TO HOLD:** The Client may, for periods of two weeks or longer, "put on hold" the Agreement. The request to place the Agreement on hold must be submitted prior to the hold dates (no retroactive holds) and must include an end date (or return date) with the following exceptions: Client is injured or sick, or Client is pregnant and/or has had a baby. In both cases the return date will be mutually determined based on the recovery and recuperation of the Client.

**CLIENT'S DEFAULT:** Client shall be deemed in default of this Agreement upon the failure to comply with any of the terms and conditions of the Agreement, including, but not limited to, the obligation to make any payment as and when due. Upon default, Seabright CrossFit shall have all rights and remedies available, including termination of this Agreement and institution of an action for all applicable damages. If Seabright CrossFit delays or refrains from exercising any rights under this Agreement, Seabright CrossFit does not waive, nor will Seabright CrossFit lose those rights. If Seabright CrossFit accepts late or partial payments from the buyer, Seabright CrossFit does not waive the right to receive full and timely payments and other charges due under this Agreement.

**SUCCESSORS AND ASSIGNS:** Client agrees that all terms and conditions of this Agreement shall be binding upon the heirs, Personal Representatives, lawful successors, and assigns of Client, and anyone claiming by or through Client.

**ENFORCEABILITY:** The parties agree that if any provision or portion of this Agreement is declared void and unenforceable, such provision or portion of a provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect. However, Client specifically agrees all the terms and conditions are to be enforced and Client specifically waives any statute or other right of any type, which would invalidate the enforceability of any provision or portion of a provision of this Agreement.

**GOVERNING LAW:** This Agreement shall be governed and enforced in accordance with the laws of the State of California. In the event litigation is necessary to enforce any of the terms and conditions of this Agreement, Seabright CrossFit and Client agree that the venue for such action shall exclusively be Santa Cruz County, California.

**ATTORNEY FEES:** In the event either party finds it necessary to commence litigation or other court action to enforce the terms and conditions of this Agreement, the prevailing party in such litigation or court action shall be entitled to receive their actual attorney's fees incurred, together with court costs, and other charges from the other party as a part of any ruling or judgment.

**DAMAGED OR LOST ARTICLES:** Seabright CrossFit assumes no responsibility for damaged, lost or stolen articles. Lost and found articles not claimed after 30 days will be donated to charity or otherwise disposed of.

**SMOKING, ALCOHOL, FOOD AND DRINK:** No smoking is allowed in any part of the facility. Food or drink may be taken into the facilities if it is in a non-breakable, enclosed container. No alcohol is permitted anywhere on the premises.

**CONDUCT/DAMAGES:** Seabright CrossFit is committed to the health, safety, welfare of each of its members and staff and will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. Seabright CrossFit has the right to judge behavior and respond accordingly. This right includes, but is not limited to, termination of membership without refund of any Client engaging in unacceptable behavior. Client shall pay for any damages to Seabright CrossFit property which results from the willful or negligent conduct of member, member's guest or dependent children.

**RULES AND REGULATIONS:** Clients who do not observe Seabright CrossFit rules and regulations or who abuse equipment in any fashion will be asked to leave. Seabright CrossFit reserves the right to terminate membership of anyone who refuses to observe any of rules or regulations. Not all rules and regulations are listed in this agreement. Seabright CrossFit reserves the right to add, change or remove rules, conditions of membership, opening and closing hours, and all services and facilities offered by Seabright CrossFit.

**PHOTO/VIDEO RELEASE:** I grant to Seabright CrossFit, its representatives and employees the right to take photographs of me and my property while at Seabright CrossFit and to use and publish these photos or videos in print and/or electronically. I agree that Seabright CrossFit may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.

**IMPORTANT NOTE:** Client agrees to release Seabright CrossFit from liability due to participation. Client is urged to have this agreement reviewed by their attorney before signing. By signing this Agreement, Client acknowledges that Client has read, understood and agrees with all terms and conditions of this agreement after having the opportunity to have it reviewed by an attorney at the discretion of Client. Client further acknowledges Client is entitled to a copy of this Agreement, upon request. This Agreement and any accompanying Waiver and Release of Liability constitute the entire agreement of the parties and no other agreement or understanding exists between Client and Seabright CrossFit and Seabright CrossFit has made no express or implied warranties or misrepresentations other than those expressly set forth in this Agreement to induce Client to enter into this Agreement. Any conflict between the original Agreement and any copy of the original Agreement, shall be controlled by the original Agreement.

**YOU, THE CLIENT, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE AGREEMENT, EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS. TO CANCEL, CLIENT MUST DELIVER WRITTEN NOTICE OF INTENT TO CANCEL.**

<b>Client Signature:</b>	<b>Date:</b>
Parent/Guardian Signature (if Client is under 18):	
<b>Gym Owner/Manager Signature:</b>	<b>Date:</b>