

Untitled Fitness Membership Agreement & Release of Liability

First Name	Last Name	Initial	M/F	DOB		
Street Address		City	State	Zip Code		
Home #	Business Phone #	Cell Phone	Email Address	DL# SS#		
Parent/Guardian	Last Name	First Name	Initial	M/F	DOB	Phone #

Membership Plan: Athletic General Student Corporate
Benefits: Group Training Class Access Gym Access Gym Access and Group Class Training Access

Initial Membership Fees:		Payment Plans:	Payment Method:
Initial Fee:	\$ _____	Pay: \$ _____ by ____/____/____	<input type="checkbox"/> Check <input type="checkbox"/> Cash <input type="checkbox"/> MC/V
Processing Fee	\$ _____	Pay: \$ _____ by ____/____/____	
Sale Tax:	\$ _____	Monthly Recurring Dues \$ _____ plus tax	
Initial Investment	\$ _____	Dues billed on or about the first of each month	
Amount Paid	\$ _____	Term: <input type="checkbox"/> One month, then month to month	
Balance Owed	\$ _____	until terminated	

WAIVER AND RELEASE OF LIABILITY FOR INJURY, DAMAGES AND LOSSES AND INDEMNITY AGREEMENT: Member (and all guarantors, legal guardians and parents signing on behalf of any minor) agree that Member assumes the risk of injury, illness and/or damage while engaging in any activity or uses any Untitled Fitness Lab facility. Member's assumption of risk includes, without limitation: (a) use of any exercise or tanning equipment, the locker room, sidewalks, parking lot, stairs, pool, whirlpool, sauna, steam room, racquet courts, basketball court or lobby area (collectively, "Facilities"); and (b) participation in any activity, instruction, or Untitled Fitness Lab-related event. Member agrees that he/she uses Untitled Fitness Lab Facilities voluntarily and participates in activities as his/her free will. Member agrees for himself/herself and on behalf of his/her personal representatives, heirs, executors, administrators, agents, and assigns to release Untitled Fitness Lab, and all of its subsidiaries or other affiliates and all of their respective officers, directors, employees, agents, contractors, successors and assigns (collectively "Untitled Fitness Lab") from all responsibilities, liabilities, claims or causes of action (known or unknown) from injuries and/or damages related in any way to Member's entry upon and/or use of Untitled Fitness Lab Facilities and attendance at any other club owned or operated by Untitled Fitness Lab, Member's participation in activities at Untitled Fitness Lab, Member's use of Facilities, or any act or omission, including negligence, by Untitled Fitness Lab or any employee, agent or contractor of Untitled Fitness Lab. This waiver and release of liability includes, without limitation, physical and mental injuries and damages, which may occur as a result of: (a) Member's use of any exercise equipment or facilities which malfunction or break, (b) Untitled Fitness Lab's improper maintenance of any Facilities, (c) any form of negligence by Untitled Fitness Lab or any employee or agent of Untitled Fitness Lab, Untitled Fitness Lab's negligent instruction or supervision, including personal training, and (d) Member slipping and falling for any reason, including Untitled Fitness Lab's negligent inspection or maintenance of the Facilities. Member also waives any rights that he or she may have to commence an action or recover damages for any mental or physical injury or property damage at any Untitled Fitness Lab facility to any minor child who is a guest or Member. Member agrees to indemnify and hold harmless Untitled Fitness Lab from any loss, liability, damage, or cost Untitled Fitness Lab may incur due to Member's and/or his or her guest's or child's presence at any Untitled Fitness Lab facility and without limitation, any claim by a member's or guest's parents, legal guardian, spouse or anyone else claiming a loss due to Member or guest's or child's presence at the Club or participation in any program at any Untitled Fitness Lab facility. Untitled Fitness Lab is not liable to Member or any of Member's guests, children or invitees for any personal property that is damaged, lost or stolen while on or around Untitled Fitness Lab's premises including, but not limited to, a vehicle or its contents or any property left any place at the Club. Member shall be liable to Untitled Fitness Lab for any damage to Untitled Fitness Lab's facilities or any equipment, furniture or fixture located thereon caused by Member or Member's guests or invitees or any claim made against Untitled Fitness Lab based in whole or in part upon actions or inaction on the part of Member. Member further agrees that the foregoing release, waiver, and indemnity is intended to be as broad and inclusive as permitted by the law in the State of Texas.

BY SIGNING BELOW, MEMBER AND GUARDIAN, IF ANY, ACKNOWLEDGES THAT HE OR SHE HAS CAREFULLY READ THE PARAGRAPH PRINTED ABOVE AND UNDERSTANDS THAT IT IS A RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY. MEMBER AGREES THAT MEMBER IS VOLUNTARILY GIVING UP HIS OR HER RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST UNTITLED FITNESS LAB FOR ITS NEGLIGENCE, OR FOR ANY ACT OF AN EMPLOYEE OR AGENT OR FOR ANY DEFECTIVE PRODUCT ON ITS PREMISES. MEMBER FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THIS WRITTEN AGREEMENT HAVE BEEN MADE TO MEMBER.

Legal Guardian: Any Member who is under the age of 18 must have a parent or legal guardian ("Legal Guardian") sign this Agreement. Legal Guardian agrees to be liable for all obligations of Member hereunder and be bound by all the terms in this Agreement, including but not limited to Assumption of Risk and Member Complaint paragraphs in this Agreement.

Name of Legal Guardian: _____ **Guardian Signature:** _____
Address: _____ **Telephone:** _____ **email:** _____

Guaranty: Any guarantor who signs below ("Guarantor") guarantees the full payment of all amounts owed to Untitled Fitness Lab under this Agreement. This is a continuing guaranty of payment and not collection and will be effective without notice of acceptance by Untitled Fitness Lab. Untitled Fitness Lab may extend the time allowed for payment, modify this Agreement and release other parties to this Agreement without affecting the obligation of Guarantor hereunder.

Name of Guarantor: _____ **Guarantor Signature:** _____
Address: _____ **Telephone:** _____ **email:** _____

Member agrees that: (A) This Agreement is legally binding; (B) Member has examined the club and accepts the facilities in the current condition and is familiar with the services to be rendered to Member; (C) Untitled Fitness Lab makes no representations or warranties to Member unless expressly written in this Agreement; (D) This Agreement is the entire agreement between Member and Untitled Fitness Lab with respect to the matters described in it, and it supersedes all prior agreements, written or oral, relating thereto. However, it does not supersede written personal training agreements between Member and Untitled Fitness Lab; (E) Member has received a copy of the Rules and Regulations associated with his/her membership and will abide by them; and (F) Member has read and understands all of this Agreement, including but not limited to the Waiver and Assumption of Risk provisions above, and the important terms on the back page of this

Untitled Fitness Membership Agreement & Release of Liability

Agreement. Do not sign this Agreement if it is not filled in completely or if there are any blank spaces.

Member Signature: _____ Date: _____

Authorized Employee Signature: _____ ID#: _____ Date: _____

2nd PAGE TO MEMBERSHIP AGREEMENT & RELEASE OF LIABILITY READ

CAREFULLY - DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT IN FULL. DO NOT SIGN THIS AGREEMENT IF IT IS NOT FILLED IN COMPLETELY OR IF THERE ARE ANY BLANK SPACES

Renewal Acknowledgment and Cancellation: After the initial membership period, member may cancel membership by written notice to Untitled Fitness Lab. Such cancellation will be effective as of the end of the next monthly billing cycle, not more than 30 days. Untitled Fitness Lab cannot cancel this agreement during the term unless Member fails to make payments, violates Untitled Fitness Lab Rules and Regulations, creates a nuisance, or disrupts activities of other members.

MEMBER'S RIGHTS Before providing personal information to Untitled Fitness Lab, Member should read the Untitled Fitness Lab Privacy Notice, which is available at the club. Member has the Right to Cancel: (A) If you decide you do not wish to remain a member of Untitled Fitness Lab, you may cancel this contract by mailing to Untitled Fitness Lab by midnight of the third business day after the day you sign this Contract a notice stating your desire to cancel this contract. The written notice must be mailed by certified mail to the following address: Skybox Untitled Fitness Lab Lab at 605 East Palace Parkway, Suite D3, Grand Prairie TX 75050.

(B) If Untitled Fitness Lab goes out of business and does not provide facilities within 10 miles from the facility in which you are enrolled or if Untitled Fitness Lab 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 Untitled Fitness Lab at the following address: Skybox Untitled Fitness Lab Lab. 605 East Palace Parkway, Suite D3, Grand Prairie, TX 75050; and (b) File a claim for a refund of your unused membership fees against the bond or other security posted by Untitled Fitness Lab with the Texas Secretary of State. To make a claim against the security send a copy of your contract together with proof of payment on the 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.

(C) If you die or become totally and permanently disabled after the date this contract takes effect, you or your estate may cancel this contract and receive a partial refund of your unused membership fee by mailing a notice to Untitled Fitness Lab stating your desire to cancel this contract. Untitled Fitness Lab may require proof of disability or death. The written notice must be mailed by certified mail to the following address: Skybox Untitled Fitness Lab. 605 East Palace Parkway, Suite D3, Grand Prairie, TX 75050.

(D) If the Club does not open within 181 days after the date Member signs this Agreement or if the Club does not remain open for thirty days, you are entitled to a full refund of the money you prepaid. However, if another club operated by Untitled Fitness Lab is located within 10 miles of the Club and if you are permitted by Untitled Fitness Lab to use such facilities, you are entitled to a full refund of your fees only if such other club fails to open by the 361st day after the club first begins to sell memberships or if the new club does not remain open for thirty days. Member cannot cancel this Agreement except as described above. For purposes of determining "unused membership fees", if you cancel this agreement under (B) or (C), above, or if Untitled Fitness Lab improperly cancels this agreement, your initiation, enrollment or processing fee will be deemed prorated in equal monthly amounts then our membership or over the first twelve months of your membership. If you cancel under (A) or (D) all amounts you paid will be refunded to you. Failure to use Untitled Fitness Lab services will not relieve Member from his/her obligation to make the payments described in this Agreement.

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

HEALTH REPRESENTATIONS AND AGREEMENTS: Member warrants to Untitled Fitness Lab that Member has no medical condition that would prevent Member from using Untitled Fitness Lab' facilities. Member agrees that Untitled Fitness Lab has not given Member any medical advice and has not evaluated any of Member's health risks as they relate to the use of Untitled Fitness Lab facilities and equipment. Member relies only on his/her personal evaluations in entering into this Agreement and agrees that he/she will discuss any health or medical concerns with Member's health professional before using any of the Untitled Fitness Lab facilities.

PERSONAL INFORMATION: Within thirty (30) days of the written request of Member, Untitled Fitness Lab will deliver to Member all information of a personal or private nature about Member which is held by Untitled Fitness Lab. Member agrees that Untitled Fitness Lab is not a "health care provider" for purposes of medical information.

DEFAULT: If Member fails to fulfill any agreements under this Agreement, acts in an undesirable manner as determined by Untitled Fitness Lab, or fails to pay any amount which is payable to Untitled Fitness Lab, then Untitled Fitness Lab may, at any time in its discretion, suspend or terminate this Agreement, demand that Member pay all balances owed immediately and refer member to collection. Except to the extent required by law and cannot be waived, suspension or termination will not entitle Member to a refund of any portion of any fees or dues paid to date of termination. Member agrees to pay a fee of \$11.00 for a returned draft and \$25.00 for a returned check and when applicable, a late charge for any EFT or credit card charge not honored by Member's bank or credit card company up to \$25.00.

MEMBER COMPLAINT In addition to, and not limiting the terms in the paragraph entitled

WAIVER AND RELEASE OF LIABILITY FOR INJURY, DAMAGES AND LOSSES AND INDEMNITY AGREEMENT, Member, guardian and guarantor (separately or together, "Plaintiff") agree that the following procedures apply to any complaint against Untitled Fitness Lab, waiving any other rights they may have: (1) Plaintiff will make any complaint to Untitled Fitness Lab in writing sent by Certified Mail, Return Receipt Requested, to Skybox Untitled Fitness Lab Lab at 605 East Palace Parkway, Suite D3, Grand Prairie TX 75050, including Plaintiff's mailing address; (2) Plaintiff and Untitled Fitness Lab will try to resolve the issue within 30 days after Untitled Fitness Lab receives notice; (3) If Untitled Fitness Lab and Plaintiff cannot resolve the matter within 30 days, either party may file an action in the court nearest the Club having the lowest jurisdictional limit applicable to the damages claimed by either party; (4) Plaintiff waives any right to a jury trial; (5) The decision by that court will not be appealable; (6) The maximum amount Plaintiff may be awarded will be the out of pocket costs suffered as a result of Untitled Fitness Lab actions, not to exceed Member's dues for one year, with no additional direct, indirect, consequential, special or punitive damages; (7) if Plaintiff's complaint relates to a training program, Plaintiff's damages will not exceed the cost of the unused training sessions; (8) Plaintiff will pay its costs associated with resolution of the dispute, including but not limited to court filing fees, legal fees and all other costs. Also, Plaintiff will pay Untitled Fitness Lab costs if the court finds that Plaintiff's complaint is frivolous; and (9) If anything in this paragraph violates any provisions of any Texas consumer finance or consumer protection law which cannot be waived by Plaintiff, and which are applicable to the incident giving rise to the complaint, the provisions of such law will control, limited to the actual conflicting provision.

ADDITIONAL TERMS: (i) This Agreement is governed by the laws of Texas not including conflicts of laws; (ii), this Agreement binds and inures to the benefit of the parties hereto and their respective heirs, successors and permitted assigns; (iii) Member's rights and obligations under this Agreement cannot be assigned or transferred by Member; (iv) if any term or provisions of this Agreement is declared to be illegal, invalid or unenforceable by a court of competent jurisdiction, the illegality, invalidity or unenforceability will not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable laws, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (v) all notices to be given to Untitled Fitness Lab hereunder must be given by certified mail, return receipt requested, addressed to Skybox Untitled Fitness Lab. 605 East Palace Parkway, Suite D3, Grand Prairie, TX 75050.