

Under Armour Combine Training Center Membership Application and Agreement

Name(s) (Please specify if last names are different)

Date of Birth

For office use only	
Referred by	
Date received	
Representative Signature	

Street Address

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City

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

State

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Zip

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Primary Member's Social Security Number

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Telephone (h)

(w)

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Company:

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E-mail:

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Membership Type (Check all that apply)

Basic
 Couple
 Family
 Corporate

Membership Restrictions:

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Billing Procedures

Amex
 Visa
 Mastercard

(attach voided check or print credit card number)

Card #

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Exp. date

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	Month	Amount
1 st bill date		
Ongoing bill date		
Studio Membership		
Personal training session		
Total		

Upon acceptance of this Application and Agreement of Membership by Life FX at Tide Point, LLC ("LFX") I/we hereby agree to accept the terms of this Application and Membership Agreement, including the terms of membership that are stated on the reverse side of this Agreement, and the rules and regulations adopted by LFX, which I/we have received and which may be amended from time to time. I/WE UNDERSTAND THE INITIAL TERM OF THIS CONTRACT IS FOR 1 FULL MONTH OF PAYMENT PLUS ANY TIME PRORATED FOR THE DAYS PRIOR TO A FULL MONTH TERM, AFTER WHICH MY/OUR MEMBERSHIP WILL AUTOMATICALLY CONTINUE ON A MONTHLY BASIS UNTIL I/WE INFORM YOU, IN WRITING, AT THE TRAINING CENTER OR VIA CERTIFIED MAIL OF MY/OUR INTENTION TO CANCEL. I/we understand that I/we may cancel this Agreement within three (3) business days after receipt of a copy of this Agreement, by notice in writing delivered to LFX, or sent by certified or registered mail postmarked no later than midnight of the third business day after the date of application. If I/we properly cancel within 3 business days, I/we understand that LFX will refund any payment made under this Agreement. THIS IS A LEGALLY BINDING DOCUMENT. READ BOTH SIDES THOROUGHLY BEFORE SIGNING.

Initials (If under 18, initials of Parent or Guardian)

Authorization Agreement for pre-arranged payments to LFX: I/we hereby authorize LFX to effect payment for monthly dues by debiting my/our bank account or by debiting my/our credit card account. I/we understand this authorization is effective for a minimum of 1 full month of payments plus any time prorated for the days prior to a full month term and shall remain in effect thereafter on a monthly basis until LFX has received written notice of cancellation from me/either of us. **ALL CANCELLATIONS MUST BE POSTMARKED AND/OR RECEIVED 15 DAYS PRIOR TO THE NEXT SCHEDULED BILLING DATE OR ANOTHER DEBIT WILL BE MADE AS SCHEDULED.** I hereby affirm that we are authorized signers on the bank account or credit card account that is designated for the monthly payment of dues.

Initials (If under 18, initials of Parent or Guardian)

Member Signature	Date	Parent or Guardian signature (if under 18)	Date
Member Signature	Date	Parent or Guardian signature (if under 18)	Date

As a new member, you are entitled to refer five (5) people to use the training center for a trial workout FREE of charge. In order to take advantage of this offer, please list their names below. If any of these 5 people become monthly members, LFX will compensate the member that referred these guests to become members, with a \$25 referral fee.	
1.	Phone:
2.	Phone:
3.	Phone:
4.	Phone:
5.	Phone:

I decline to receive my five (5) free passes and I understand that a guest fee is required for all guests.

Initials (If under 18, initials of Parent or Guardian)

1. PARTIES

LFX and you agree that by signing this agreement, you purchased a membership or services and agree to all the terms in this Agreement. You also agree to follow LFX'S membership policies and any Under Armour Combine Training Center (the "Training Center") rules. LFX in its sole discretion may modify the policies and Training Center rules without notice at any time. All signs posted in the Training Center shall be considered a part of the rules of the Training Center. The terms "You" and "LFX" includes heirs, estates, agents, representatives, officers, directors, shareholders, successors, affiliates, subsidiaries, and employees thereof. Both parties make this agreement on behalf of, and it binds all these included persons and entities.

2. MEMBERSHIP

2(A). Nature of Membership: Your membership permits you to use the Training Center premises, facilities, equipment, and services as shown and limited by the membership identified on page 1 of this Agreement. The aerobics training area is not included in the monthly membership fee. All aerobics training classes are "for a separate fee" and open to all members. Your membership is non-transferable by you and gives you no rights in LFX, its subsidiaries, affiliates, management, property, or operation. LFX may assign or transfer your membership in its sole discretion. LFX can sell memberships at different rates and terms than yours. It is your responsibility to notify LFX of any change in your address or phone number.

2(B). Any person of legal age is eligible for membership in the Training Center. Membership shall not be denied on the basis of race, sex, age, physical or mental disability, color, religion, or national origin, nor shall any aspect of such matters ever be made a condition of membership.

2(C). Corporate Memberships: You must be a current employee of a participating company and eligible under the company's guidelines to enroll in the corporate membership. In the event you are not currently employed or cease being a current employee of a participating company, LFX reserves the right to immediately terminate your membership and/or require you to pay the full regular price of monthly dues.

2(D). Membership Freezes: LFX will only freeze your membership fees if you qualify under LFX's Membership Freeze Policy. To be eligible for a membership freeze you must be in a good standing with all monthly fees.

2(E). LFX employees are not authorized to make any independent agreements with any member.

2(F). Assignment: LFX reserves the right to transfer, sell or assign your membership upon prior notice. Additionally, you hereby consent to the assignment of this Agreement and all rights and obligations of LFX hereunder to UA Combine Training Center, LLC ("UACTC") or to any affiliate of UACTC or to UACTC's designee, upon notice by LFX or UACTC of such assignment.

3. FINANCIAL POLICY

3(A) Dues: You agree to pay the monthly dues on page 1 of this Agreement. If you are under 18, LFX requires an adult to guarantee payment. Whether or not you use the facilities, you must still pay your monthly dues until you follow the cancellation policy in Section 6 of this Agreement. You agree to pay LFX an administrative fee for any returned check, or debit problems, such as non-sufficient funds, closed account, frozen or declined credit or similar circumstances. The current fee is \$20 but is subject to change at LFX's discretion without prior notice.

3(B). Family and Couple Memberships: Whether you bought a couple (2 members), or family (3 or more members), one member only pays all the monthly dues. If a family membership drops a member, the total dues will be reduced to the lowest rate membership in the family membership. If a family membership of three (3) members drops to two (2) members, the dues change to the couple rate in effect at the time of the drop. If a family or couple membership drops to one (1) member or any member wants to pay his or her own dues, the dues for that member change to a single rate in effect at the time of the drop. If the member responsible for paying the family or couple dues fails to timely pay the dues, another member must make arrangements to pay the dues, or LFX has the right to terminate all the memberships. LFX will only accept notice of a change of status in writing and only from the member whose status has changed.

3(C). Rights to Increase Dues: LFX may increase your monthly membership dues once per calendar year. The increase will be calculated at not more than ten percent (10%) of your then current monthly dues. Any such increase will not occur during the first three (3) months of your membership. Your EFT (as hereinafter defined) date will not change.

3(D). Charges and Fees: If you or your guest incur any charges for goods or services that include, without limitation, fitness services, or similar services or products, you agree to pay for them according to LFX's rates and practices then in effect. LFX has the right to add to your prepaid dues or to your monthly EFT dues any tax imposed by the government for the use of LFX's facilities or services.

3(E). Automatic Monthly Deductions and Timely Payments: You have full control over the method of preauthorized electronic funds transfer payment method that you have selected ("EFT"). You also have full control over the EFT and can stop it anytime by notifying LFX at least fifteen (15) days before your EFT date, in writing, or by notifying your bank, or credit card company to stop payment. You may be responsible for an overdraft ACH Debit (checking, savings, or debit card) charge if you have not provided your bank at least three (3) days notice before a scheduled transfer. You are responsible for notifying your bank or credit card company of any error that appears on your bank or credit card statement in a timely manner. You must notify LFX within sixty (60) days of a claimed EFT error on your bank statement or credit card statement. If you claim your EFT was not stopped when you told LFX of the error, you must have written proof of your delivery of notice to LFX (i.e., USPS Certified Mail return receipt or other delivery confirmation) at least sixty days prior or LFX will not reimburse you for EFT deductions which you claim should not have been deducted. If your EFT does not begin or ends for any reason, your membership may be suspended or terminated at LFX's election.

4. UNAVAILABILITY OR LIMITED HOURS OF FACILITIES AND SERVICES

4(A). Unavailability: LFX closes its facilities for maintenance, selected holidays, and other hours based on municipal requirements or company policy announced in advance. The Training Center and these facilities may be unavailable during periods of repair and maintenance or special events, programs or private parties, or by management's schedule for these events. Business hours are posted and subject to change with a written notice to all Training Center members. If the Training Center is completely unavailable for more than seven (7) days, except when due to causes beyond LFX's reasonable control, LFX will extend your membership, without dues, for the same period the Training Center was closed or completely unavailable, but only if there is not another club within five (5) miles of the Training Center. LFX may delete, change, discontinue, repair, or replace any part of the facilities or services without any effect on this Agreement. Any of the facilities or services, including, but not limited to, classes, equipment, and products, may have limited hours or may be discontinued altogether at any time and may be offered on a "first come first served basis". LFX reserves the right to charge a separate participation or reservation fee for any facilities or services. LFX reserves the right to close the Training Center immediately in the event of a power failure or other safety reason.

4(B). Closure: Move, or Sale of Training Center: LFX may permanently close or move the Training Center without any effect on this Agreement if it transfers your membership to another club within five (5) mile of the one affected. If the Training Center was closed or unavailable before transfer, LFX will extend your membership, without dues, for the same period the Training Center was closed or unavailable, but only if there is not another club within five (5) miles of the Training Center. UACTC reserves the right to transfer, sell or assign your membership in the event UACTC sells the Training Center.

5. REPRESENTATION

5(A). Health Warranty: You warrant and represent that you, or any family member or guest entitled to use the facilities of LFX under the terms of this Agreement, is in good physical condition and has no disability, impairment or ailment preventing such person from engaging in active or passive exercise or that would be detrimental to such person's health, safety, or physical condition, or to the safety or health of other members of LFX if such person does engage or participate in such exercise. You acknowledge and agree (1) that LFX will rely on the foregoing warranty in issuing this membership; (2) that LFX shall have no obligation to perform fitness assessments or similar testing to determine that member's physical condition; (3) that if any fitness assessment or similar testing is performed by LFX, it is solely for the purpose of providing comparative data with which you can chart your progress in a program, and is not for diagnostic purposes; and (4) that LFX shall not be subject to any claim, demand, injury, or damage whatsoever on account of LFX's evaluation or interpretation of such fitness assessment or similar test. You represent that you have obtained medical clearance to engage in fitness activities at LFX.

5(B). Liability for Property: Neither LFX nor UACTC is liable to you or your guests for any personal property that is damaged, lost or stolen while on or around the Training Center premises, including, but not limited to, a vehicle or its contents, or any property left in a locker or elsewhere in the Training Center. If you or your guest cause any damage to UACTC's facilities you are liable to UACTC for its cost of repair or replacement.

6. CANCELLATION- TERMINATION-REFUND

6(A). Cancellation Rights and Refund: You may cancel this Agreement and receive a prorated refund of unused prepaid dues or unused fitness services if you qualify as follows:

6(A)(1). You are Totally Physically Disabled or You Die: Your disability must physically prevent you from using the Training Center's facilities for the duration of this Agreement and a licensed physician must verify this fact in writing. In case of death, your estate must provide written evidence. You are not entitled to any refund after the expiration of the paid period or for used fitness services.

6(A)(2). The Training Center Closure or Move: You may be entitled to a refund of unused prepaid dues if LFX closes or moves the Training Center and cannot transfer your membership to a club within five (5) miles of the one affected. Prorated refunds shall be based on the number of paid days and does not include bonus time. You are not entitled to any refund after the expiration of paid period.

6(A)(3). Notice and Effective Date: You (your estate) must send written notice and proof of the above referenced event within thirty (30) days after it happens, along with your membership ID card. Cancellation is effective as of the date of the event or the last date you used LFX's facilities, whichever is later. If your notice is late or lacks proof, LFX may set the effective date when LFX receives the notice. Such notice shall be sent to: Under Armour Combine Training Center, c/o LFX 11270 Pepper Rd, Hunt Valley, Md. 21031

6(B). Termination of Monthly Membership: If you have a monthly membership, you may terminate it at any time upon (1) written notice to LFX and (2) returning your membership ID card when your membership ends. Notice of termination must be received at least fifteen (15) days before your EFT bill date.

6(C). Termination without cause by LFX: LFX reserves the right to terminate your membership for any reason at any time if not prohibited by law. If LFX does terminate your membership, it will mail a termination notice to you and refund any unused prepaid dues.

6(D). Effect of Termination and Financial Obligations: Upon cancellation or termination your right to use LFX facilities ends and LFX can deny you access to any or all LFX clubs. If you owe LFX or LFX money when your membership ends, you still owe the money to LFX, and LFX may deduct it from any refund you might be entitled to. If there is not enough money to cover the debt in the refund, you must pay the balance. If you terminate your monthly membership and you want to rejoin, you must buy a new membership at the then current rates.

7. ARBITRATION

IF THERE IS ANY DISPUTE OR CLAIM BETWEEN YOU AND LFX, YOU AND LFX AGREE TO SUBMIT THE DISPUTE FOR RESOLUTION TO BINDING ARBITRATION IN BALTIMORE, MARYLAND IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION THEN IN EFFECT. ARBITRATION MEANS THAT NEITHER YOU NOR LFX CAN SUE EACH OTHER IN COURT OVER A DISPUTE AND THAT A NEUTRAL ARBITRATOR WILL DECIDE THE DISPUTE, NOT A JUDGE OR JURY. THE WRITTEN DECISION OF THE ARBITRATOR SO APPOINTED SHALL BE CONCLUSIVE AND BINDING ON THE PARTIES AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

8. LIMITATION OF LIABILITY

Unless controlling legal authority requires otherwise, any award by the arbitrator or a court is limited to actual compensatory damages. Neither an arbitrator nor a court shall award either party any indirect, special, incidental, punitive or consequential damages; even if one party told the other party that they might suffer these damages.

9. LIABILITY AND WAIVER AND RELEASE OF LIABILITY.

You represent that you are in good physical condition and have no disability, impairment or ailment preventing participation in activities at the Training Center or in LFX fitness and sports programs. You shall be liable for any property damage and/or personal injury caused by you or your family or guest at the Training Center, or during any activity or function operated, arranged, or sponsored by LFX. It shall be your obligation to pay for any costs involved upon presentation of a statement thereof by LFX, including without limitation, attorney's fees. You acknowledge that you appreciate the danger of physical stress, strain or injury and accept full responsibility for your use and/or that of your family and/or guest of any apparatus, appliance, facility, privilege, or service whatsoever owned or operated, organized, arranged, or sponsored by LFX, shall be at your own risk, and neither UACTC nor LFX shall be liable for any injuries or damage to any such person, or the property of any such person, or be subject to any claim, demand, or liability as a result of injuries incurred by you or your family members or guests during such use. You, individually, and on behalf of your family, guests, heirs, executors, administrators, personal representatives, successors and assigns, do hereby agree to irrevocably and permanently release, waive and discharge UACTC, LFX and their subsidiaries, affiliates, members, investors, agents, officers, servants, employees, successors and assigns from any and all injuries, causes, rights, actions, suits, claims, proceedings, damages and demands whatsoever, including damage to property or liability sustained or incurred by you and/or your family and/or guest resulting therefrom relating

10. ENTIRE AGREEMENT & ENFORCEMENT:

You acknowledge that neither LFX, nor anyone else, made any representations or promises upon which you relied that are not stated in this Agreement. Handwritten changes to this Agreement are not valid. This document contains the entire agreement between you and LFX and replaces any oral or other written agreement. If a court declares any part of this Agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If LFX does not enforce any right in this Agreement for any reason, LFX does not waive its right to enforce it later. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.