

GET YOU IN SHAPE .COM

CARDIO CLUB OCTOBER ANNIVERSARY AGREEMENT FORM

#1. Please complete this form in its entirety

Client Name: _____ Today's Date: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Preferred Contact Number: _____ Email: _____

#2 Please Check the Program Option

_____ 1-month commitment at \$40/month*. Attend up to 8 times/month **Effective Date** _____
_____ 1-month commitment at \$20/month**. Attend up to 4 times/month **Effective Date** _____

#3: Please complete the following payment information. Circle one: Credit/Debit Card Checking Account

Credit/Debit Card: Visa MasterCard (no other merchants accepted)

Name and Address of Card (if different than above) _____

Credit Card Number #: _____ CVC: _____ Expiration Date: _____

*** OR ***

Checking Account: Routing #: _____ Account #: _____

Bank Name _____

PLEASE READ AND INITIAL EACH STATEMENT

Initial _____ **RELEASE:** I agree to participate in the Get You In Shape Fitness Cardio Club Program. I understand that it is recommended that I consult a doctor before beginning any fitness and/or nutrition program. I acknowledge being informed of the possible risks due to the strenuous nature of the program. Risks may include the musculoskeletal and/or cardiovascular systems and the potential for unusual, but possible, physiological results including but not limited to abnormal blood pressure, fainting, heart attack, or death. If I feel pain, uneasy, or just not normal, I have been told to consult a doctor immediately. I know of no medical problems that would increase my risk of injury or illness. I recognize that participation in a regular program of exercise has been shown to produce positive changes in a number of bodily systems. These changes include but are not limited to increased work capacity, improved cardiovascular efficiency, and increased muscular strength, flexibility, power, and endurance. By signing this document, I agree to waive, release, and discharge GetYouInShape.com LLC, its agents, officers, principals and employees for any and all claims, actions or damages of any kind resulting from participating in GetYouInShape.com LLC's programs. I understand that videos and photos will be taken during the fitness sessions and used for promotional purposes.

Initial _____ **PAYMENTS:** Payments will be debited on the first of the month unless otherwise indicated.

Initial _____ **PAYING IN FULL:** If you choose the paid in full option, there is NO REFUND. Paid in Full options will also automatically renew until **client** gives **written** notice of program termination via email to Kathyop@GetYouInShape.com at least 30 days from the next debit/draft date.

Initial _____ **SERIOUS INJURY:** In the event of an injury that prevents physical activity, a written doctor's note prohibiting physical activity must be presented to Kathy Pendergast (Kathyop@GetYouInShape.com) in order for payments to be put on hold. When clearance from physician has approved a return to activity, contract and payments will resume. For clients who have paid in full, a temporary hold will be placed on membership.

Initial _____ **EFT Payment Authorization:** Client hereby authorizes GetYouInShape.com, LLC or its assigns to make a charge or withdrawal ("EFT Authorization") from the account as listed on the contract for the payment of any and all fees, expenses or any other monies due. I understand that cancellation of EFT authorization in no way relieves me of my obligation to fulfill all contractual obligations.

Initial _____ **ATTENDANCE:** Your failure to regularly attend does not relieve you of your obligation, regardless of the circumstances, to pay the installment note. You understand that it is not cancelable.

Initial _____ **FEES:** A \$25.00 service charge will be assessed for all rejected checks, credit card and EFT transfers, subject to appropriate state and federal laws.

Initial _____ **Contract:** I understand that this is a legal and binding contract. I further certify that I have fully read and understand the terms of this agreement and will comply with the contents herein.

ARBITRATION: Any controversies or disputes arising out of or connected to the enforcement or interpretation of this Agreement shall be decided by final and binding arbitration before a single arbitrator pursuant to the governing rules of the Texas Civil Practice and Agreement Code. The Arbitrator's costs and fees shall be paid equally by the parties. The prevailing party in such arbitration shall be entitled to recover all reasonable attorney's fees and costs incurred, as awarded by the Arbitrator. The venue for the arbitration shall lie in Dallas County, Texas unless otherwise agreed by the parties. Any arbitration award may be enforced by judgment entered in the Superior Court of the State of Texas for Dallas County.

Name (Printed)

Signature

Date