



# FITNESS CLUB MEMBERSHIP AGREEMENT

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

Primary Member's Name \_\_\_\_\_

Secondary Member's Name \_\_\_\_\_

\_\_\_\_\_  
Date of Birth M F  
(Circle)

\_\_\_\_\_  
Date of Birth M F  
(Circle)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Child's Full Name M F      \_\_\_\_/\_\_\_\_/\_\_\_\_  
Date of Birth

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Child's Full Name M F      \_\_\_\_/\_\_\_\_/\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Home Telephone

\_\_\_\_\_  
Child's Full Name M F      \_\_\_\_/\_\_\_\_/\_\_\_\_  
Date of Birth

\_\_\_\_\_  
INITIAL

I understand that most communication will be via email but that important information will be sent via text messaging, and I hereby give permission to MSC to contact me via my mobile number. Please provide the cell number you would like us to contact: \_\_\_\_\_

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Secondary Member's Email Address

Primary Member's Employer Information:

Secondary Member's Employer Information:

\_\_\_\_\_  
Employer's Name

\_\_\_\_\_  
Employer's Name

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Work Number

\_\_\_\_\_  
Work Number

## 1. Membership Types:

- A. Individual** (Ages 21 and older) - \$5 for each child under 18
- B. Student** (Ages 14-20) - Parental consent if under 18 (Cannot add kids or adults)
- C. Divorced/Single Parent** (Age 21 and older) - 1 Adult & up to 2 kids Additional kids under 18 \$5.00 - (If Married considered individual or family)
- D. Couple** 2 Adults and No Children (if 1 or more children considered family)
- E. Family** Up to 2 Adults and 3 Children - Additional kids under 18 \$5 each
- F. Senior Individual** (Age 65 or Older)
- G. Senior Couple** 2 Seniors 65 and older

**2. Membership Term and Payment Schedule:**

**Month to Month**

\_\_\_\_\_  
initial

Member understands that this type of membership is considered to be on a month to month basis until Member or MSC cancels membership. Member has opted for this type of membership instead of a membership with a one year commitment, which is a less expensive option. **All requests for cancellation must be made in writing at least thirty (30) days in advance of the effective cancellation date.** You will be responsible for monthly dues until a written 30 day notice is received. Payments are due by the 10<sup>th</sup> of the month \$ \_\_\_\_\_

**Annual Contract**

(10% discount if  
pay total year

\_\_\_\_\_  
initial

Beginning \_\_\_\_\_, 20\_\_\_\_, I agree to pay consecutive monthly installments for monthly dues in the amount of \$ \_\_\_\_\_, including tax. Payments are due by the 10<sup>th</sup> of the month. Cancellation prior to the completion of the 12-month terms will be considered if the undersigned has moved more than 30 miles (**with proof of move**) or if medical disability (**this does not apply to family memberships with medical excuse form**) prohibits the participation at MSC. If no written notice given, then this contract **is automatically renewed**, even when 12 months paid. **Remember, written notice of cancellation must be given in the last month of the 12 Month Agreement, if you do not intend to continue participating in the program. All requests for cancellation must be made in writing at least thirty (30) days in advance of the effective cancellation date.** You cannot get out of your annual contract until 12 months of fitness dues are received.

**\* Monthly Statements will not be sent. It is member's responsibility to make timely monthly payments.**

**3. Registration Fee**

Upon execution of this agreement, I promise and agree to pay to MSC a registration fee of \$100.00, non-refundable, unless waived in a promotion special.

**4. Freeze Accounts**

We reserve the right to freeze an account due to medical or financial reasons if notice is received in writing as the need arises. Cannot go back and credit account after several months of non-payment if written notice not given. Months that are frozen will be added on to the end of the contract period.

**5. Default and Late Payment**

Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest,

and all cost of collection, including but not limited to collection agency fees, court costs, and attorney fees. Should any monthly payment become more than 10 days past due, you will be charged a \$15.00 late fee to cover additional administrative expenses. A \$25.00 fee will be charged on all returned payments. Payments that are past due over sixty (60) days will be turned over to a collection agency. I also agree to pay any fees or expenses MSC incurs in collecting any balance due on my account, including attorney's fees, collection agency fees and cost of collection. \*\* It is the member's responsibility to provide current debit/credit/or checking account information and to verify monthly payments are being drafted.

\_\_\_\_\_  
**Primary Member's Name (Please Print)**

\_\_\_\_\_  
**Primary Member's Signature**

\_\_\_\_\_  
**MSC Representative**

\_\_\_\_\_  
**Parent/Guardian Signature (if under 18 yrs of age)**

## CONTRACT OF WAIVER & RELEASE OF LIABILITY

DISCLAIMER: MANDEVILLE SPORTS COMPLEX, INC. IS NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON WHILE PRACTICING, TRAINING, TAKING CLASS, or COMPETING in GYMNASTICS OR CHEER OR PARTICIPATING IN KIDS FUN NIGHT, SUMMER CAMP ACTIVITIES, HOLIDAY CAMP ACTIVITIES, SWIM PROGRAMS, BEFORE/AFTER SCHOOL CARE, BIRTHDAY PARTIES, VOLLEYBALL, BASKETBALL, FLAG FOOTBALL OR SPECIAL EVENTS, DEMONSTRATIONS, OR SHOWS, OR IN ANY OTHER WAY INVOLVED IN ACTIVITIES AT MANDEVILLE SPORTS COMPLEX, INC. FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF MANDEVILLE SPORTS COMPLEX, INC. ITS OWNERS, OFFICERS, AGENTS, OR EMPLOYEES.

In consideration of my participation, I hereby release and covenant not-to-sue MANDEVILLE SPORTS COMPLEX, INC. the MANDEVILLE SPORTS COMPLEX, INC. Board of Directors and officers, the MANDEVILLE SPORTS COMPLEX, INC. and any of their employees, teachers, coaches, or agents, from any and all present and future claims resulting from ordinary negligence on the part of MANDEVILLE SPORTS COMPLEX, INC. or others listed for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction in gymnastics, cheerleading or any other activities or any activities incidental thereto, wherever, whenever, however the same may occur. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, that may be made by me, my family, estate, heirs, or assigns.

Further, I am aware that gymnastics and cheerleading are vigorous sporting activities involving height and rotation in a unique environment and as such they pose a risk of injury. I understand that gymnastics, cheerleading, and related activities always involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and that the mats, pits, and other safety equipment and apparatus provided for my protection, including the active participation of a coach or teacher who will spot or assist in the performance of certain skills, may be inadequate to prevent serious injury. The risk of harm may be limited by all of the safety equipment and trained coaches, but never eliminated. I understand that participation in gymnastics and related activities involves activities incidental to active participation in gymnastics, including moving from event to event, conditioning, stretching and other activities which may leave me vulnerable to the reckless actions of other participants who may not have complete control over their actions or who may not see other students in the gym. I am voluntarily participating in this activity with knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

I further agree to indemnify and hold harmless MANDEVILLE SPORTS COMPLEX, INC. and all others listed for any and all claims arising as a result of my engaging in or receiving instruction in activities incidental thereto, whenever, wherever, or however the same may occur. If an injury occurs, the party hereby contracts and agrees that their individual medical coverage is deemed primary in any and all situations.

I give permission to MANDEVILLE SPORTS COMPLEX, their officers and staff, to provide medical treatment in case of an emergency or injury.

I further authorize MANDEVILLE SPORTS COMPLEX the irrevocable right to use photographs of my child and myself in all forms, media and manners, without restriction for advertising, promotion, or any other lawful purposes.

I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the state of Louisiana and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be within the state of Louisiana.

I affirm that I am of legal age and am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and or remedies which may be available to me for the ordinary negligence of MANDEVILLE SPORTS COMPLEX, INC. or any person/entity listed above.

Our complex provides swimming, beach volleyball, basketball, multi-purpose field for soccer, baseball, flag football, etc. and walking track outside. Inside our facility provides free weights, fitness equipment, kick boxing, other physical exercise class offerings and fitness care areas. Gymnastic floor and rear gym are off limits. Parents must accompany children under the age 13 for all outdoor activities.

All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the member's sole risk. Member understands that the agreement to use, or selections of exercise programs, methods and types of equipment shall be member's entire responsibility, and Mandeville Sports Complex shall not be liable to member for any claims, demands, injuries, damages, or actions arising due to injury to member's person or property arising out of or in connection with the use by member of the services, facilities and premises of Mandeville Sports Complex.

MSC urges you and all members to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class.

Member hereby holds Mandeville Sports Complex, its officers, owners, and employees harmless from all claims which may be brought against them by member or on member's behalf for any such injuries or claims. Mandeville Sports Complex is not responsible for any liability arising out of babysitting activities. If an injury occurs at Mandeville Sports Complex, the party hereby contracts and agrees that their individual medical coverage is deemed primary in any and all situations. No one is allowed on the gymnastic floor, at any time, unless enrolled in a recreational class or a member of a team or group fitness activity.

**Primary Member's Name (Please Print):** \_\_\_\_\_

**Primary Member's Signature:** \_\_\_\_\_

**Secondary Member's Name (Please Print):** \_\_\_\_\_

**Secondary Member's Signature:** \_\_\_\_\_

**Child Name (Please Print):** \_\_\_\_\_

**Child's Name (Please Print):** \_\_\_\_\_

**Child's Name (Please Print):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**FOR STUDENT MEMBERSHIP ONLY (If Student is under the age of 18)**

**Parent/Guardian's Name (Please Print):** \_\_\_\_\_

**Parent/Guardian's Signature:** \_\_\_\_\_

**Child's Name (Please Print):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ELECTRONIC FUNDS TRANSFER (EFT) AGREEMENT**

**Bank Draft or Credit Card Authorization**

I, \_\_\_\_\_ authorize my bank to make payments by the method indicated below and post it to my account. (\*Must attach cancelled check.)

**BANK DRAFT**

(Please fill out all information)

Type of Account: \_\_\_\_\_ Checking \_\_\_\_\_ Savings

\_\_\_\_\_  
Name on Account

\_\_\_\_\_  
Bank Name

\_\_\_\_\_  
Routing Number

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

\_\_\_\_\_  
Billing Address:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

----- **OR** -----

**CREDIT CARD**

(Please fill out all information)

- Visa
- Master Card
- Discover
- American Express

\_\_\_\_\_  
Name as it appears on card

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

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Billing Address:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**\*\* It is the member's responsibility to provide current debit/credit/or checking account information and to verify monthly payments are being drafted.**