

REVOLUTION FITNESS, LLC - MEMBERSHIP AGREEMENT

**14 Lamar Blvd.
Hattiesburg, MS 39402
601-255-7581**

Member's Name - 18 yrs. or older: _____

ID Number (Member): _____ DOB: _____

Mailing Address: _____

Email Address: _____ Telephone No. _____

Emergency Contact Name and Phone: _____

MEMBER/GUARDIAN SIGNATURE: _____ DATE: _____

TYPE OF ACCOUNT: _____ Checking _____ Cash

Please pay and charge all drafts by Revolution Fitness, LLC to its own order on each month in the amount of \$ _____, beginning on _____, 20____. This authorization will remain in effect until canceled by me in writing sixty (60) days prior to the charge date of the month I wish to cancel if paying by draft or thirty (30) days after execution of a written cancellation request if paying by cash. I agree that you shall be fully protected in honoring any such drafts. I agree that your treatment of each draft and your rights in respect to it shall be the same as if it were signed personally by me. All returned non-working accounts automatically default to an additional billing fee of \$20.00 per month. If this agreement is not cancelled per the terms of this agreement, I agree to pay Revolution Fitness the sum of \$100.00 as liquidated damages. In the event my account is turned over for collection, I agree to pay all associated costs and reasonable attorney fees for the collection of any amount due.

Routing Number: _____ Account No: _____

24 HOUR MEMBER AGREEMENT _____ (Member Initials)

THIS AGREEMENT is binding on a month-to-month basis. Once accepted by management of **REVOLUTION FITNESS, LLC**, John Micka, Amanda Micka, Amber Holmbeck and Eric Holmbeck (hereinafter "Revolution Fitness"), this Agreement becomes a legally, binding non-cancelable obligation due by the undersigned. Members under the age of eighteen (18) years must have written permission of a parent and/or guardian to become a Member. By executing this Agreement, the Member acknowledges that he/she will be required to swipe his/her barcode keytag prior to entering the gym and Member further agrees that he/she will at all times act in an orderly manner and be respectful and considerate to other gym members. Further, the undersigned acknowledges and agrees that this is an unsupervised fitness center. The undersigned Member understands that no security is being provided in the building or parking area. Member further acknowledges that the equipment provided by Revolution Fitness shall only be utilized in a manner that is consistent with its intended use and purpose. In the event a Member causes damage to the equipment and/or the physical infrastructure of the facility, the Member agrees to reimburse Revolution Fitness immediately by way of his or her pay method for any damages he/she may cause to said equipment and/or facility. Member further acknowledges that no employee will be on site to provide assistance in using the equipment. In recognition of the possible danger connected with any physical activity, Member hereby knowingly and voluntarily waives any right or cause of action accruing now or in the future, hereafter of any kind whatsoever that might arise against Revolution Fitness. Member further acknowledges that he/she shall not be allowed to conduct any training on the premises operated by Revolution Fitness unless specifically authorized to do so by Revolution Fitness.

ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION AGREEMENT _____ (Member Initials)

Prior to becoming a participating Member, Revolution Fitness recommends and strongly urges that the Member consult their physician before starting any exercise program. Member understands that by signing this Agreement, he/she knowingly and freely assumes all risks, both known and unknown and hold harmless and waives all rights to pursue damages for personal injuries or property damages of any kind upon entering the premises operated by Revolution Fitness including the gym and any areas adjacent to the gym which are utilized for training, fitness and/or practice. This waiver of liability shall apply to Member's heirs and assigns. Member hereby fully releases, acquits and discharges Revolution Fitness, its members, employees and/or agents (the "Releasees") from any and all damages whatsoever and agrees to save said Releasees from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or about the premises of Revolution Fitness, or the occupancy or use by Member of the premises or any part thereof or occasioned wholly or in part by any act or omission of Revolution Fitness, its agents, contractors, employees, officers, directors, members or servants. The Releasees shall not be liable to Member, Member's family members, invitees or any other person including, without limitation, any person entering the premises under implied or express invitation of Member, for any injury to person or damage to or loss of property on or about the premises for any action whatsoever and hereby agrees to indemnify Revolution Fitness and the Releasees and hold them harmless from any loss, expense or claims arising out of such damage or injury. This indemnification shall specifically survive the expiration or earlier termination of this Membership Agreement. I have read this release of liability and assumption of risk and fully understand its terms and conditions and understand that I have given up rights by signing it. I have been given the opportunity to have an attorney review the contract.

The facility exists for Members only and non-members are strictly prohibited. By executing this Agreement, the undersigned acknowledges that Revolution Fitness shall have sole discretion to terminate any Member for any reason and that any such Member that is terminated shall forfeit any unused portion of his/her monthly membership fee.

MEMBER: _____ DATE: _____