



3203 MINNESOTA AVENUE
PANAMA CITY, FL 32405
(850) 248-3800

For Office Use only:
PT: _____
K: _____
ID: _____
CCF: _____

MEMBERSHIP FORM

(Please print clearly)

What type of membership is this? (check one)

Date: _____

One (1) day - \$5.00

Lynn Haven UMC Members

Lynn Haven UMC Non-Members

Individual - \$15.00

Individual - \$20.00

Couple - \$25.00

Couple - \$35.00

Family - \$40.00

Family - \$50.00

Last Name: _____

First Name: _____

Date of Birth: _____

Gender: Male Female

Additional family members living in the same household, and included in this membership (**each family member must sign a separate Agreement for Facility Use**):

Last Name: _____

First Name: _____

Date of Birth: _____

Gender: Male Female

Relation to Member: _____

Last Name: _____

First Name: _____

Date of Birth: _____

Gender: Male Female

Relation to Member: _____

Last Name: _____

First Name: _____

Date of Birth: _____

Gender: Male Female

Relation to Member: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Phone: _____ Work Phone: _____

Email: _____

Check here if you consent to receive information from Fusion via email.

Membership Begin Date: _____

Membership Termination Date: _____



AGREEMENT FOR FACILITY USE

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT, LEGAL ADVICE SHOULD BE SOUGHT BEFORE SIGNING OR TAKING PART IN ANY ACTIVITY. By signing this Agreement for Facility Use ("Agreement"), you are giving up your right to bring a Court action, now or any time in the future, in order to recover compensation or obtain any other remedy for any injury to yourself or to your property, including your death, however caused, arising out of your use of the equipment, property, facilities and/or services of Fusion Fitness Center ("Fusion"). In consideration of User's Membership, User's use of Fusion's facilities and equipment and the mutual covenants contained herein, the parties hereto agree as follows:

TERM AND MEMBERSHIP OBLIGATIONS. The undersigned user ("User") has applied for a _____ (insert length of term) membership. In consideration thereof and notwithstanding any of the other terms and conditions of this Agreement, User shall be liable for dues and services for the full term of this Agreement in the manner stated herein regardless of usage. Membership is non-refundable except as otherwise specifically set forth herein. User shall be liable for a non-refundable registration fee of Twenty-five and 00/100 Dollars (\$25.00) upon submission as consideration for membership. User will be liable for any collection fees, reasonable attorneys' fees, court costs and all other expenses incurred by Fusion in collecting a delinquent account. In the event User fails to make a membership payment when due, Fusion may, at its sole discretion, terminate User's membership privileges. Any payment made that is returned or is uncollectible will be assessed a returned item charge of Twenty-five and 00/100 Dollars (\$25.00). All User fees are subject to change at Fusion's discretion, except that prepaid membership fees are not subject to increase until the expiration of the current prepaid term.

MEMBERSHIP. User shall have the right to use Fusion's exercise equipment and facilities on a first come, first served basis pursuant to the terms of this Agreement, during such operating hours as Fusion may set, at its sole discretion, and subject to any scheduled activities, leagues or classes which Fusion may elect to schedule. This Agreement is a non-transferable, non-exclusive, terminable license to use Fusion's equipment and facilities as set forth herein. User has no rights to any of the equipment or facilities provided by Fusion except as set forth herein, and User has no ownership or leasehold interest in Fusion or any of its real or personal property. Fusion shall have the right to change, remove, move, eliminate, add to or modify equipment and facilities in any manner as Fusion may elect.

POLICIES. User agrees to conform to and be bound by the Rules and Policies of Fusion and to comply with all directions and instructions provided by Fusion's staff, volunteers, employees or agents. All equipment and facilities may be used only for their intended purpose. User hereby willingly agrees to comply with the following policies:

1. Appropriate covered footwear and shirts must be worn at all times while in the Gym and Fitness Room.
2. No cleats may be worn on the soccer field, and only non-marking, rubber soled shoes may be worn on the courts.
3. No swearing, cursing, fighting or harassment of others in, on or around Fusion property.
4. Chewing gum is not allowed in any area of Fusion.
5. No sodas or canned beverages are allowed in the Gym, Fitness Room and Aerobics Room. Water bottles and sports drinks (in plastic containers only) are acceptable in the Gym.
6. Dunking on basketball goals and hanging on the rims of basketball goals are prohibited.
7. All weights and equipment must be used as intended and must be returned to their proper racks/stands after use.
8. All parties must check in on arrival, and photo ID cards (e.g., student card or driver's license) must be carried and shown upon request.
9. User agrees to wipe down all equipment after use.
10. Each User must respect other Users and behave in an appropriate manner at all times.

Fusion, or its staff, employees, volunteers, other Users or agents, shall not be responsible for damaged, lost or stolen articles of clothing or any other personal property of any User. Fusion reserves the right to amend or add to these rules and conditions and to adopt new rules and conditions as it may deem necessary. A breach of any Rule or Policy of Fusion may result in loss of membership and exclusion from Fusion's facilities.

CHILDREN. Children under the age of fifteen (15) are neither allowed to use any of the exercise equipment located at Fusion nor are they allowed to be present in the Fitness Room or any other area of Fusion's facility that Fusion may so designate from time to time. Any children over the age of fifteen (15) must be an individual or family member of Fusion in order to use the Fusion equipment and facilities. Proof of age may be required. Any children unaccompanied by a parent or guardian may be subject to a designated and/or limited time when they are allowed to use the facilities. By signing this Agreement, User agrees to be solely responsible for and supervise any children of User when they are present at Fusion, and User hereby binds User's children to the terms of this Agreement and releases and holds Fusion harmless from any and all injuries, liabilities or damages suffered by User's children relating to or arising out of said children's use of Fusion's equipment and facilities, including but not limited to any child care which may be provided.

ACKNOWLEDGMENT OF RISKS. User acknowledges and agrees that the use of the facilities owned and/or maintained by Fusion including without limitation to its facilities and equipment has inherent, dangerous risks. User recognizes and fully appreciates the dangers inherent with participating in activities at Fusion. User agrees that User is assuming the complete risk of harm, and User realizes that User is subject to injury from any activity and that no form of pre-planning and/or training can remove all of the dangers to which User is being exposed. User represents that User is in good physical condition and is physically able to undertake any and all physical activities and exercises in which User elects to engage. User understands that Fusion and its Releasees take no responsibility for verifying User's physical readiness for the use of Fusion's facilities. User takes full responsibility for User's health and fitness. User has consulted with User's physician and discussed User's proposed participation in any exercise or activities. It is User's sole responsibility to insure that appropriate safety equipment is provided and properly used by User when participating in any activities using Fusion's equipment, services or facilities. User further represents and warrants to Fusion that User has full knowledge of the nature and extent of all the risks associated with the use of the facilities, including but not limited to all manner of injury, contact with other participants, and other injuries resulting from activities in or near but not limited to the Gym and Fitness Room. User further acknowledges that the above risk factors are for illustration purposes only and are not exclusive and/or exhaustive; and, while particular rules, equipment and personal discipline may reduce these aforementioned risk factors, the risk of serious injury does exist. User further represents and warrants to Fusion that User acknowledges and understands that there may be no or inadequate facilities for treatment or transport of User if User is injured. The above examples in no way limit the absolute and comprehensive nature of this Agreement and Release. User may be injured in manners not listed above, and User hereby releases Fusion for any injury or personal property damage/loss whatsoever.

RELEASE. In consideration of this Agreement, User, on behalf of him/herself and User's heirs, family, personal representatives and assigns, hereby assumes all risks associated with the use of Fusion's facilities and equipment and hereby agrees to **HOLD HARMLESS, WAIVE ALL RIGHTS, INDEMNIFY AND RELEASE** Fusion, its pastors, trustees, officers, directors, attorneys, contractors, consultants, assigns, affiliates, agents, sponsors, sponsoring agencies, invitees, advertisers, coaches, referees, members, other Users, lessors of the facilities, volunteers, and/or employees (collectively, "Releasees") of and from any and all causes of action, claims, demands, liabilities, rights, damages, losses, expenses and/or compensation of any nature whatsoever, known or unknown, arising at law or in equity, including but not limited to, personal injury including bodily injury or death, and all property damage whether or not based on the acts or omissions of Fusion or the Releasees arising out of or in any way connected with the use of Fusion's facilities or equipment or with User's involvement in any activities at or related to Fusion.

MISCELLANEOUS. This Agreement shall be interpreted according to the laws of the State of Florida, and any litigation arising out of or relating to this Agreement may only be brought before a state court of competent jurisdiction located in Bay County, Florida. In any action arising out of or relating to this Agreement, the prevailing party shall recover all costs, including reasonable attorneys' fees. **AS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY AS TO ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT.** This Agreement represents the entire understanding between the parties and may only be modified or amended in a writing signed by both parties. The parties agree that there are no oral representations, statements or agreements between them which are binding upon the parties unless specifically set forth herein, and User agrees that User was not induced to enter into this Agreement by any promises or representations which are not explicitly set forth in this Agreement.

DISCLOSURES. This Agreement may be cancelled by User within three (3) days of the date of execution of this Agreement, exclusive of holidays and weekends, upon the mailing or delivery of a written notice to Fusion of the User's intent to cancel. Upon receipt of a written cancellation, Fusion will refund User's payment under the Agreement, except that Fusion may retain an amount computed by dividing the number of occasions Fusion's

services have been or will be rendered into the total contract price and multiplying the result by the number of occasions that health studio services have been rendered. Refunds shall be issued by Fusion within thirty (30) days after receipt of the notice of cancellation made within this three-day provision.

In the event that Fusion permanently discontinues or terminates its business operations, any unused portion of User membership payments shall be refunded to User in proportion to the remainder of the unused membership term.

In the event that Fusion moves the business location of the health studio more than five (5) driving miles from its existing business location as set forth in this Agreement, and Fusion fails to provide within thirty (30) days, a facility of equal quality located within five (5) driving miles of the business location as set forth herein at no additional cost to User, then this Agreement shall be terminated; and, User shall receive a refund of any unused membership payments in proportion to the remainder of the unused membership term.

Any notice of termination of this Agreement provided for herein, shall be in writing and delivered by mail or hand delivery to Fusion at the address on the first page of this Agreement. Any such notice shall not be deemed effective until actually received by Fusion, and upon such receipt the notice shall automatically terminate the User's obligation to any entity to whom Fusion has subrogated or assigned the User's Agreement. In the event that Fusion wishes to enforce the Agreement after receipt of such a notice, Fusion may request the Florida Department of Agriculture and Consumer Services to determine the sufficiency of any such notice.

In the event that any refund is due the User, the refund shall be an amount computed by dividing the Agreement price by the number of weeks in the membership term and multiplying the result by the number of weeks remaining in the membership term. The business location of Fusion shall not be deemed out of business when temporarily closed for repairs and renovation of the premises:

- a. Upon sale, for not more than fourteen (14) consecutive days; or
- b. During ownership, for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year.

A refund shall be issued within thirty (30) days after receipt of a notice of cancellation made pursuant to this paragraph.

In the event that Fusion goes out of business, User may contact the Florida Department of Agriculture and Consumer Services regarding User's rights.

User may cancel this Agreement in the event User dies or becomes physically unable to avail himself or herself of a substantial portion of those services which User used from the commencement of the Agreement until the time of disability, with refund of funds paid or accepted in payment of the Agreement in an amount computed by dividing the Agreement price by the number of weeks in the Agreement term and multiplying the result by the number of weeks remaining in the agreement term. User or User's estate must provide proof of disability or death. A physical disability sufficient to warrant cancellation of this Agreement by User shall be established if the User furnishes to Fusion a certification of such disability by a physician licensed under Florida Statutes, Chapters 458, 459, or Chapter 461 provided the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within thirty (30) days after receipt of the written notice of cancellation made pursuant to this paragraph.

This Agreement may not be for a period of more than thirty-six (36) months, and thereafter may only be renewed annually. No renewal Agreement or payment made in relation thereto may be made until sixty (60) days or less before the preceding Agreement expires.

In the event that Fusion requires User to furnish identification upon entry to the facility and as a condition of using Fusion's services, then Fusion will provide User with a means of such identification or designate a common form of identification for use.

SHOULD USER CHOOSE TO PAY FOR MORE THAN ONE (1) MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT USER IS PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF USER'S MONEY IN THE EVENT THAT THIS HEALTH STUDIO AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE

ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO USER SHOULD USER CHOOSE TO PAY IN ADVANCE.

BY SIGNING BELOW, USER ACKNOWLEDGES THAT USER IS OVER THE AGE OF 18, HAS READ, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT FOR FACILITY USE, AND USER SIGNS THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

IN WITNESS WHEREOF, User has executed this Agreement on the _____ day of _____, 20_____.

User's Full Name (Please Print): _____

User's Signature: _____

User's Driver's License No.: _____ State: _____

In case of emergency, contact: _____ Phone: _____

Relationship to User: _____

FOR PARTICIPANTS OF MINORITY AGE
(younger than 18 years of age at the time of registration, "Minor")

IF USER IS A MINOR: User's parent and/or guardian must sign this consent. By signing this Agreement, the parent and/or guardian represents that s/he has legal capacity and is authorized to act on behalf of the minor named herein; agrees that the parent and/or guardian has read this Agreement in full; that the parent and/or guardian understands the risks and hazards inherent in participation at Fusion; and agrees that the Minor and the parent/guardian shall comply with the terms and conditions set forth in the above Agreement.

IN WITNESS WHEREOF, User has executed this Agreement on the _____ day of _____, 20_____.

User's Full Name (Please Print): _____

Parent/Guardian's Signature: _____

Parent/Guardian's Name (Please Print): _____

Parent/Guardian's Driver's License No.: _____ State: _____

In case of emergency, contact: _____ Phone: _____

Relationship to Minor: _____