



6406 McCrimmon Pkwy
Suite 250
Morrisville, NC 27560
Phone: 919-467-4558
Fax: 919-467-4594

Membership Contract

First Name: _____ Last Name: _____ Middle Initial: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Cell Phone: _____ Email: _____

I acknowledge that I have received and will comply with the rules and regulations of Strive Physical Therapy & Fitness, Inc. (herein referred to as "Strive"). I understand that this contract binds the person named above ("the client") for the term of each purchased service, i.e. monthly package or single training session.

I also understand that monthly packages are non-transferable and sessions cannot be carried over.

Subject to the following cancellation rights provided under North Carolina General Business Law, this application shall become a binding contract when signed by me and the accepted by Strive Physical Therapy & Fitness, Inc.

Consumer Right to Cancellation

You may cancel this contract without any penalty or further obligation. Notice of cancellation shall be in writing subscribed by the buyer and mailed by registered or certified United States mail to:

Strive Physical Therapy & Fitness, Inc.
6406 McCrimmon Pkwy
Suite 250
Morrisville, NC 27560

Such notice shall be accompanied by the contract forms and any other documents or evidence of membership previously delivered to the buyer.

If you have purchased a monthly package, a refund can be given for the remaining sessions:

- If upon a doctor's written order, you cannot physically participate in services offered by Strive because of significant physical disability for a period of 6 months.
- If you pass away, your estate shall be relieved of any further obligations for payment under this contract not then due and owing.
- If you move your residence more than 50 miles from Strive. Proof of relocation is required.
- If the services of Strive cease to be offered as stated in the contract.

Initial: _____

Strive Physical Therapy & Fitness, Inc.
Rules and Regulations

1. Membership and Payments

- 1.1. **Rules and Regulations** – Each client shall complete and sign a fitness service contract and agree to abide by Strive Physical Therapy & Fitness, Inc. (herein referred to as “Strive”) rules and regulations, and any amendments and/or modifications subsequently made by Strive management.
- 1.2. **Payments** – If the client is on a monthly package, then the client shall pay in full the package amount at the beginning of each package. If the client pays per session, then payment of the session will be collected at time of service. Payments can be made by credit/debit card, check or cash. Strive reserves the right to change pricing at any given time.
- 1.3. **Change of Client Information** – Clients should promptly notify Strive in writing of any changes to their contact information.
- 1.4. **Returned Payment Penalty** – Clients will automatically be charged \$25 for any returned payment item due to closed accounts, insufficient funds, etc. This charge may be adjusted from time to time.
- 1.5. **Failure to Use Membership** – Failure to use contracted package shall not relieve a client of the obligations to pay fees according to the terms of the contract.
- 1.6. **Cancellation of Training Session Policy** – Clients are required to give 24 hour notice to cancel a training session. If a training session is cancelled more than 24 hours in advance the client may reschedule the session with no penalty.
 - 1.6.1. Clients on a monthly package will forfeit the session if the training session is cancelled less than 24 hours in advance. **When the term of the contract elapses, all unused sessions will be rendered unusable.**
 - 1.6.2. Clients who pay per session will be **charged a \$25.00 cancellation fee** if the training session is cancelled less than 24 hours in advance.

2. Cancellations of Fitness Contracts

- 2.1. **Term of Contract** – See front page of contract.
- 2.2. **Cancellation of Contract** – See front of contract. In the event that a client’s contract is cancelled due to one of the reasons outlined on the front of this contract, the client or client’s estate shall be relieved from the obligations of this contract. If the client has prepaid any sum, that amount shall be prorated to match the amount of time the services were used, with the remaining balance promptly refunded. A cancellation fee of \$50.00 is due to moving outside the specified distance on the front of the contract. All cancellations require legitimate verification.
- 2.3. **Revocation of Client Privileges** – At the discretion of Strive, a client’s use of the facility may be revoked at any time or the renewal of a contract may be denied if in the reasonable judgment of the facilities management the client consistently failed to observe the rules and regulations or has otherwise behaved in a manner contrary to the best interests of Strive or its other clients. If a client’s use of the facility is revoked, any fees paid corresponding to the remaining time on a client’s contract will be promptly refunded to the client.

3. Member Risk

- 3.1. **Use of Strive Equipment and Other Equipment** – Strive equipment and other equipment in the facility may only be used under the supervision of a member of the Strive training staff unless express permission is granted to a client in advance. There are NO exceptions.
- 3.2. **Medical Disclaimer** – Each client has been informed and acknowledges that Strive has made no claims as to medical results, which can or may be obtained through the use of this facility. Medical advice should only be given by a licensed professional. Clients are instructed not to act on the advice given by any unlicensed employee until such advice has been verified with a licensed professional or his/her own physician. Each client represents that there is not medical or physical condition which would prevent them from using all or any of the equipment in the facility. Each client further represents that he/she has not been instructed by a physician not to do so.
- 3.3. **Activity Risk and Medical Recommendations** – Any strenuous athletic or physical activity involves certain risks. Clients represent that they are aware of the possibility that accidents or injuries of any kind may be sustained by reason of or in connection with the use of this facility and its equipment. Physical examinations by a licensed physician are recommended for everyone and especially for clients who are elderly, pregnant, unaccustomed to physical exertion, and have physical limitations, a history of high blood pressure, heart problems, or other chronic illnesses. Before beginning any fitness program, each client is responsible for obtaining authorization, if appropriate, from his/her doctor. Clients who are 35 years of age or older, or have any coronary risk factors, should have a full cardiovascular stress test administered by a doctor. Clients should not use the Strive facility in a way that would endanger themselves or others.

Initial: _____

4. General Provisions

- 4.1. **Pets and Recreational Equipment** – Pets, bicycles, scooters, skateboards and rollerblades are not permitted inside the facility.
- 4.2. **Proper Attire** – Clients should wear appropriate attire at Strive. Shirts and closed-toed athletic shoes must be worn at all times in fitness and exercise areas.
- 4.3. **Personal Training** – Personal training sessions are provided exclusively by trained employees of Strive. Clients may not provide personal training services or solicit clients within the facility.
- 4.4. **Change of Facility** – Strive retains the right to change the appearance of the facility from time to time.
- 4.5. **Equipment Cleaning** – Please clean the equipment after each use with the provided cleanser.
- 4.6. **Closing of Facility** – It is anticipated, that from time to time, a part, or the entire the facility, will be temporarily unavailable to clients while repairs, renovations or special events take place. In addition, the facility may be temporarily closed from time to time for other reasons. Management will make reasonable effort to minimize any disruption to clients during these periods and, in the case that work must be performed, if reasonably possible to schedule such work during the off hours of the facility. The facility may be closed on holidays. Sufficient notice will be given in these cases.
- 4.7. **Non-Discrimination** – Strive will not discriminate against any person because of sex, race, creed, age, religion, national origin or ancestry in considering applications for clients. The minimum age for clients is 18 unless written parental consent is given.
- 4.8. **Changing the Rules and Regulations** – Strive has the right to change these rules at any time. Strive will notify clients in writing of any changes, and Strive will consider that a client has accepted the changes if such client continues to use the facility after the receipt of our notice. If a client does not accept the changes, such client may terminate his/her contract in the manner provided on the front of the contract.

By signing below you agree that you have read and agree to the above rules and regulations of Strive Physical Therapy & Fitness, Inc. and to the terms of the contract listed on the front.

Strive Representative:

Printed Name: _____

Signature: _____

Date: _____

Member:

Printed Name: _____

Signature: _____

Date: _____

Parental Consent:

Printed Name: _____

Signature: _____

Date: _____