

MEMBERSHIP AGREEMENT

Between Chase Movement Training Center and (please print name)_____

Services Provided: Chase Movement obligations hereunder and the undersigned Member's membership are conditioned upon (i) Member executing this Agreement and initializing as designated, (ii) Member executing a Release in the form provided by Chase Movement, and (iii) Member otherwise complying with this Agreement (including, without limitation, the Rules defined below) For purposes of the foregoing conditions, the term "member" shall include each individual (i.e., spouse and children) included in a membership. Conditioned on the foregoing, operating hours, as established from time to time, and (b) participate in any one or more group classes offered by Chase Movement from time to time. This is not an "open gym" format. By class or appointment-only training, unless otherwise noted.

The facility is located at the address of 565 North Main Street, Springville, UT. Hours of operation as follows:

1. Operating Hours; varies; see www.chasemovement.com
2. Weekly Classes; varies; see www.chasemovement.com

Chase Movement may alter its location, operating hours, type and quantity of equipment, and type and frequency of its classes from time to time in its sole discretion. Fitness training is an evolving science. Thus, Chase Movement reserves the right to change its routines, classes and equipment to accommodate such evolution.

Membership: Payment **all credit card transactions are subject to a processing fee of 3.75%. To bypass this fee you are welcome to pay in cash directly to Jon Chase/Owner.*

Member hereby subscribes for the following type of membership (Check all that apply):

- | | |
|---|---|
| _____ Individual Group Training (\$135/mth) | _____ Military/Fire/Police (active) (20% discount= \$108/mth) |
| _____ Spouse (20% discount= \$108/mth) | _____ Senior 60+ years (20% discount= \$108/mth) |
| _____ Family (\$300/mth up to 4) | _____ Individual + open gym (\$155/mth) <i>*only select members. Talk to Jon Chase for details.</i> |
| _____ Additional family member (\$75/mth) | _____ Punch pass (\$100 for 10) |
| _____ Youth class 10-17 (\$90/mth) | _____ Drop ins (\$12 per class) <i>*pay day of class</i> |

Note: All month to month memberships will be on automatic payments and will be withdrawn from your account the day of the month you signed up. Thanks

Contract Discount Membership:

- _____ 3 months upfront (15% discount) Save \$60.75 on individual membership
- _____ 6 months upfront (17% discount) Save \$137.70 on individual membership
- _____ 12 months upfront (20% discount) Save \$324 on individual membership

Speak with coach for prices and details of all other classes at the gym (yoga, functional mobility, MMA conditioning, Personal training, Women's HIIT, Women's High Fit, etc.)

CHASE MOVEMENT ETHOS (rules to live by)

The Chase Movement ethos of life is one that brings growth and strength for the physical, mental and emotional health of all that come in our doors. The following values are here to influence this ethos and will translate to the life we live outside of the gym as well.

- **POSITIVITY:** We leave all negativity at the door; and speak positively about others and ourselves. Positive affirmations are welcomed before, during, and after training sessions. So, be excited about the progress made by other individuals and express it openly.
- **INTEGRITY:** We maintain moral conduct that uplifts all others around us encouraging unity and growth. We also do not gossip about other people in the gym.
- **PURPOSE:** We know our purpose in life, our “why” for being at the gym, and live from this intention.
- **READINESS:** We are here to strengthen bodies, enlighten our minds, and develop positive relationships, so be ready to work.
- **FOCUS:** We stay focussed on the task at hand, put in the work and get it done. We also pay attention and follow strict direction from the coach. They are here to guide you and need your full attention.
- **RESPECT:** We respect others, our selves, and the gym and all its equipment. Put things away when done using them.
- **MAX EFFORT:** We put in 100% effort, knowing it will return to us 100% results.
- **QUALITY over QUANTITY:** We practice proper movement patterns first, before focusing on quantity of reps or intensity of the exercises. Listen to the coach and make sure you understand the movement before the intensity goes up.
- **COMPETITION:** Friendly competition is great as long as it encourages others to put in their max effort as well. Remember the only person you need to be better than is your past self.
- **AWARENESS:** Be aware of all around you, yourself, and others. But remember it is not your responsibility to cater to the feelings of others, just your own.
- **OWNERSHIP:** We take ownership of our health. We are not victims in this life, but are warriors that take responsibility for our own thoughts and actions that reflect the results we get.
- **CLEANLINESS:** We keep the gym clean and tidy for safety and for the feeling in the gym. We also keep ourselves clean; shower often, wear deodorant, and keep our gym clothes clean. This is to repeat the space of others. We want to be inviting, so the gym is inviting and welcomes others into our community.

ALWAYS BE AWESOME!

Compliance with Rules: Member shall abide by all membership and facility rules and regulations established by Chase Movement, which may be posted at the facility, provided in writing (see above), or issued orally and which may be amended from time to time in the sole discretion of Chase Movement (collectively, “Rules”). I agree that improper or unauthorized use of the facility or violation of the Rules may result in member suspension or cancellation at Chase Movement’s discretion.

If you agree with the ethos and commit to following it, please Initial _____

General: This Agreement, the Release and the Rules represent the complete understanding between Member and Chase Movement. No representations, written or oral, other than those contained in this contract are authorized or binding upon Chase Movement. Member understands that he/she is obligated to pay the membership fee regardless of whether Member uses the facility. Member agrees to promptly notify Chase Movement directly to owner, Jon Chase, of any changes of address, phone, and/or bank account/credit card information. At the end of the term of this membership contract, it shall continue in effect on a month to month basis unless new rates have been installed or you provide notice of cancellation to terminate this contract.

Cancellation Rights: You may cancel this contract any time, for any reason as long as it is 48 hours before the next billing Cycle. Once the card runs there will be no refund for that month. See Below

*Chase Movement reserves the right to send all unpaid balances to collections after 30 days All fees that occurred through collections will be your responsibility to pay including all legal expenses associated. All-time occurred above 1 hour by Chase Movement management to facilitate and manage the problems associated will be charged to the account at a rate of \$40 an hour and will be added to the balance due. I agree to pay all amount(s) owed within 30 days of when such amount(s) are incurred. I agree that it is and shall remain my responsibility to pay all amounts owing as set forth herein. I agree that interest will accrue on all past-due amounts at the rate of 18% per annum (1.5% per month) until paid in full. In the event any amount(s) is/are referred to a third-party debt collection agency, I agree that in addition to any other amount(s) allowed for by law, (such as interest, court costs, reasonable attorney's fees, etc.) I will also be responsible for a collection fee of up to 40% of the principal amount(s) owing as allowed by Utah Code Annotated, sec. 12-1-11. The terms of this paragraph shall apply to all amount(s) incurred by me or by any individual for whom I have legal responsibility whether such amount(s) are incurred today or after today.

Member Signature _____ Date _____

RELEASE FROM LIABILITY AND ASSUMPTION OF RISK (ADULT)

PLEASE READ CAREFULLY, COMPLETE, AND INITIAL EACH PARAGRAPH BEFORE SIGNING

I, _____, have applied to Chase Movement’s based exercise training program (the “Program”) at Chase Movement facility located at 565 North Main Street, Springville, UT.

_____ I hereby acknowledge that I should consult with my physician before beginning any exercise program.

_____ I certify that I am not aware of any medical condition which would render me unfit to participate in any exercise program and that I will inform Chase Movement immediately of any change in my medical condition.

_____ I agree that if I experience symptoms such as shortness of breath, chest pain, unusual fatigue, dizziness or fainting, or extreme pain, whether or not I am under the direct supervision of my trainer, I will immediately stop exercising and inform a representative of Chase Movement of my symptoms.

_____ I authorize any representative of Chase Movement to obtain emergency medical treatment for me, including transportation to a hospital or other medical facility.

_____ I UNDERSTAND AND ACKNOWLEDGE THAT THERE ARE RISKS INHERENT IN ANY EXERCISE PROGRAM INCLUDING BUT NOT LIMITED TO HEART ATTACK, STROKE, ORTHOPEDIC INJURY, INJURIES CAUSED BY THE USE OF EXERCISE EQUIPMENT AND OTHERS. THESE INJURIES CAN OCCUR SUDDENLY AND WITHOUT WARNING, AND MAY RESULT IN DEATH. I AM VOLUNTARILY PARTICIPATING IN THIS TRAINING PROGRAM WITH KNOWLEDGE OF THE DANGERS INVOLVED, AND I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS ABOVE.

_____ FOR AND IN CONSIDERATION OF PERMITTING ME TO PARTICIPATE IN THE PROGRAM, I, FOR MYSELF AND FOR MY HEIRS, BENEFICIARIES, AND PERSONAL REPRESENTATIVES, HEREBY RELEASE AND FOREVER DISCHARGE CHASE MOVEMENT DBA AND ITS DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, ATTORNEYS, INSURERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, “CHASE MOVEMENT PARTIES”), FOR ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, RIGHTS, ACTIONS, CAUSES OF ACTION, EXPENSES, AND SUITS OF ANY KIND WHATSOEVER, FORESEEN OR UNFORESEEN, FOR PERSONAL INJURY, WRONGFUL DEATH, DAMAGE TO PROPERTY, OR OTHERWISE RESULTING FROM MY PARTICIPATION IN THE PROGRAM AND/OR THE ACTS OF OMISSIONS OF ANY OF CHASE MOVEMENT PARTIES, INCLUDING ANY AND ALL NEGLIGENT ACTS, WHETHER ACTIVE OR PASSIVE, IRRESPECTIVE OF WHETHER SUCH INJURIES, DEATH, OR DAMAGES OCCURE DURING TRAINING OR THEREAFTER.

_____ I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AT LEAST 18 YEARS OF AGE. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND CHASE MOVEMENT AND I SIGN IT OF MY OWN FREE WILL.

Executed on _____, _____ at _____, UTAH.

_____ Signature

_____ Print Name

Phone Number _____

HEALTH HISTORY INFORMATION:

NAME: _____

ADDRESS: _____

PHONE#: (CELL) _____ (WORK) _____

Please answer the following questions:

TODAY'S DATE: _____ DATE OF BIRTH: _____

AGE: _____ GENDER: MALE/FEMALE _____

EMAIL: _____

Diagnosed hypercholesterolemia (total cholesterol greater than 200mg/dl or HDL less than 35 mg/dl) YES or NO

TOTAL CHOLESTEROL # _____

Diagnosed hypertension (blood pressure greater than 140/90 mg/dl) YES or NO

Any smoking habits? YES or NO

Any past history? YES or NO

Diabetes? (adult or juvenile) YES or NO

Any family history of heart disease prior to the age of 55? YES or NO

Any drinking habits? (alcohol)? YES or NO

WOMEN: Are you 55 years of age or older? YES or NO

MEN: Are you 45 years of age or older? YES or NO

List any medications or allergies:

How much? _____