Registration for Wellness Center

| NAME: | | | | |
|---|--|--|--|--|
| ADDRESS: | | | | |
| CITY: | STATE: | | | |
| ZIP: | EMAIL: | | | |
| PHONE # | (H)(C) | | | |
| mergency Con | tact Information: | | | |
| Name | Relationship to you: | | | |
| Phone # (H |)(C) | | | |
| ayment/Contra | | | | |
| No co | ntract with monthly draft: Pro-rated amount this month: \$ | | | |
| members Payment: electronic each mon Terminati Terms of Payment: Terminati relocation processed | cons: Accepted via written notice before the 1st of any month. No refunds. Ch contract/paid in advance (NO discount): Total paid \$ | | | |
| <u>Terms of</u><u>Payment</u>:<u>Termination</u>relocation | Membership: Six (6) consecutive months. Cash, check, credit card payment in full at time of registration. ons: Refund*/release of contract may be requested in writing along with proof of outside of county or note from physician of medical circumstance. *Refund will be d for remaining time on contract minus the 5% discount total. | | | |
| Terms ofPayment:Terminationrelocation | Membership: Twelve (12) consecutive monthsto | | | |
| Member's signa | ature Date Staff initials | | | |

CARLSBAD PHYSICAL THERAPY & WELLNESS CENTER, LLC. Individual Consent, Release, Waiver of Liability and Indemnity Agreement

I understand and agree that the exercise opportunities offered through the facilities of Carlsbad Physical Therapy & Wellness Center, LLC (the "Center") allows a person to engage in various exercises and/or physical activities potentially beneficial to one's health and well-being.

However, I recognize and understand that there are inherent risks of various physical and mental conditions, illness and/or injuries associated with: (a) engaging in any exercise of physical activity; (b) the use of equipment at the Center, and/or; (c) the use of the Center's facilities. I recognize and understand such risks include any and all types of physical injuries, physical and mental conditions and/or illness including, but not limited to, sprains, broken bones, concussions, lacerations, abnormal blood pressure, heart beat disorders, fainting, shortness of breath, chest pain, strokes, heart attack or even death.

I further recognize and understand that any and all such risks are compounded, in that the exercise and/or physical activity opportunities of the Center are unsupervised including, but not limited to, use of its gym, and/or all types of exercise equipment, and/or use of its locker rooms, dressing rooms and showers.

I hereby agree and consent to voluntarily engage in any and all exercise and physical activity opportunities, supervised or unsupervised, at the Center. To voluntarily use the Center's exercise equipment, and to voluntarily use the Center's facilities at my own risk and with full knowledge and appreciation of any and all dangers and risks inherent therein.

I hereby assume full responsibility for any and all risks of any bodily injury, illness, death and/or property damage or loss suffered by me.

I recognize that a child or children from my immediate family residing in my household who is over the age of fourteen (14) and under the age of eighteen (18) may access the equipment available through the Center without an additional expense to me. In consideration of same, I hereby assume full responsibility for any and all risks of any bodily injury, illness, death and/or property damage or loss suffered by any such child or children. Further on behalf of such child or children, the release, waiver and discharge in the following paragraph shall also be applicable as to such child or children.

I hereby release, waive, and forever discharge and/or covenant not to sue the Center, Pattillo Properties, LLC, and its successors, directors, officers, agents, servants, and/or their employees for any and all loss. liability, damage or cost of any type which they may incur as a result of or related to any illness, condition, and/or injury to my person or property or as a result of my death, and/or as a result of engaging in any exercise and activity opportunities at the Center, and any use of the Center's equipment and/or any use of the Center's facilities.

I further hereby acknowledge the existence of, the need for, and my understanding of, certain rules and regulations concerning the use of the Center's equipment, facilities, and other procedures related to activities at the Center. I therefore, agree to abide by any and all such rules adopted by the Center.

I hereby acknowledge that I have read the preceding prior to agreeing, and understand that I am executing a consent, release, waiver of liability, and indemnity agreement document.

This agreement, the Center regulations and rules promulgated for the use of the Center are binding on me,

| and further on my child or children if applicable, in using the Center. | | | | | |
|---|----------|--|--|--|--|
| Signature | Date | | | | |
| Print Name | | | | | |

Automatic Draft Authorization Form

Your bank account or credit card will be drafted/charged monthly on the 4th of the month for the amount of your monthly dues. If multiple family members are using the same account or credit card information, separate charges will occur for each paying member. Monthly dues are assessed on the 1st of each month. Membership terminations are accepted, in writing, before the 1st of each month. If you terminate after the 1st of the month, you are responsible for that month's <u>FULL DUES</u>. Refunds are not available.

| tyStateZipPhone | | | | | |
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| DL State | lress | | | | |
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| CARD# Expiration date | Circle one: Visa Maste | | · | Evoirotio | un data |
| Security code (on back of card) | Circle one: Visa Maste | | | Expiratio | on date |
| Full billing address for CARDHOLDER (where card statements are mailed): | Circle one: Visa Maste | | | Expiratio | on date |

I authorize my bank to debit my account or charge my credit card as identified above to the terms stated here. This authorization shall remain in effect until the Service Provider and bank receive written notification from me of intent to terminate at such time and in such manner as to afford the Service Provider and bank reasonable opportunity to act (Minimum 30 days).

I understand that if the total amount owed to the Service Provider is increased, I authorize this plan to continue as long as the payment amount remains unchanged until the amount owed to the Service Provider is paid off, or unless the plan is terminated earlier by me as above. I understand any added amounts can be applied for with a new Automatic Draft Authorized Form

All other changes such as payment amount, frequency, bank account number change, will require a new Automatic Draft Authorization Form to be filled out and submitted to Merchant 15 days prior to any change being implemented. I understand that this payment plan may be cancelled by the Service Provider or Merchant due to NSF (Non-sufficient Funds). I will be liable to pay an **NSF fee of \$25.00** (or the amount allowable by law), which may be automatically debited for each NSF.

I represent and warrant that I am authorized to execute this payment authorization for the purpose of implementing this payment plan. I indemnify and hold the Service Provider, the bank, and Merchant harmless from damage, loss, or claim resulting from all authorized actions hereunder.

| Customer Signature: | Date: |
|------------------------------|-------|
| Second Authorized Signature: | |
| of Bank Account if Required | |