



Membership Agreement

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity Washington, D.C. 20580. Trainers Edge, Inc. is registered with the State of Florida as a Health Studio, Registration No. HS7086.

First Name	Last Name	KEY NUMBER	Date of Birth
Phone-Home		Cell	E-mail
Current mailing address	City	State	Zip
In case of Emergency	Relationship to member	Phone	

Membership Type:

- Key Club: \$29.95 + tax**
- Key Club & Unlimited Burst: \$99.00 + tax**
- Family 89.95 + tax**

There will be 7% tax added on to the above membership fees.

DISCLAIMER OF LIABILITY: Trainers Edge, Inc. urges all members to obtain a physical examination from their physicians prior to initiating any exercise program. Key club members are not supervised by TEI staff and at times may be present in the facility when it is completely unattended by others. Key club members are responsible for their own safety. In recognition of the possible dangers connected with any physical activity, member(s) hereby knowingly and voluntarily waive(s) any cause of action of any kind whatsoever arising as the result of such activity from which any liability may or could accrue to Trainers Edge, Inc., its officers, agents, employees, instructors or assigns and agree to hold Trainers Edge, Inc. harmless there from.

1. **SEVERABILITY:** If any part of this agreement shall be held invalid, that part shall be deemed excluded from this agreement and the remainder of the agreement shall remain in full force and effect.
2. **NOTICE:** ANY HOLDER OF THIS CONSUMER CREDIT AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.
3. **JURISDICTION:** To the full extent permissible by law, for purposes of any dispute arising out of this agreement, all parties hereto agree to submit to the sole and exclusive jurisdiction of the State of Florida and to the application of Florida law. Any action hereunder shall be brought in Seminole County, Florida. A condition precedent to any suit or action arising from any dispute between the parties shall be mediation pursuant to Florida Statute.

4. **ENTIRE AGREEMENT:** The Member and Trainers Edge, Inc. acknowledge that this Agreement constitutes their entire agreement. It cannot be amended except in written form executed by both parties.
5. **CANCELLABILITY AND TRANSFERABILITY:** This membership is not negotiable, transferable, or cancelable except as otherwise provided herein. Notice of intent to cancel by the buyer shall be given in writing- **cancellation request form available on website 30 days** to TEI. Such a notice of cancellation from the consumer shall also terminate automatically the consumer's obligation to any entity to whom the health studio has subrogated or assigned the consumer's agreement. If the health studio wishes to enforce such agreement after receipt of such showing, it may request the department to determine the sufficiency of the showing.
6. **BUYERS RIGHTS:** The member may cancel the contract if Trainers Edge, Inc. goes out of business and fails to provide equal quality facilities within 30 days at no additional cost within 5 driving miles of, or if its facilities move more than 5 driving miles from, 770 Monroe Road, Sanford, Florida 32771, upon written notice by the Member. If the FDAC determines that a refund is due the buyer, refund of this contract shall be an amount computed by dividing the total price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The business location of a health studio shall not be deemed out of business when temporarily closed for repair and renovation of the premises:
 - a. Upon Sale, for not more than 14 days
 - b. During ownership, for not more than 7 consecutive days and not more than 2 periods of 7 consecutive days in any calendar year.

The member should contact the Florida Department of Agriculture and Consumer Services within 60 days if Trainers Edge, Inc. goes out of business.

7. **IDENTIFICATION CARDS & KEYS:** If the club requires the member to furnish identification (KEYS) upon entry to the club and as a condition of using the services of the club, the club shall provide the member with the means of such identification. If the member(s) lose their identification/key(s) there will be a charge \$5.00 to replace the Keys.

You, the buyer, may cancel this agreement penalty-free within 3 days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to the health studio, and refund upon such notice of all monies paid under the contract, except that the health studio retain an amount computed by dividing the number of occasions health studio was used are to be rendered into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract or, if appropriate, by the number of occasions that the health studio services have been rendered. A refund shall be issued within 30 days after the receipt of the notice of cancellation made within the 3-day provision.

I understand and agree to comply in full with the terms and conditions stated in this Membership Agreement:

Signature: _____

Date: _____

Rules & Regulations

Membership Keys:

The Trainers Edge, Inc. (TEI) will issue key(s) to all members. Key Club members will have access to the club 24 hours a day. Members that participate in a group or have one on ones with a trainer will have a key but it will be programmed for the amount you have paid in advanced, and will only let you in for those sessions. You may not let anyone use your key. There will be a charge of \$29.95 plus tax if your key is used by anyone else. After 3 times, your key will be confiscated, and your membership will be terminated. There is a charge for lost keys of \$5.00.

Guest Privileges:

TEI encourages you to bring friends, relatives, and business associates for a guest visit. The members must check the guest in by having the guest if 18 or older (16 or 17 year old minor of a parent of legal guardian who is a member is okay if the parent or legal guardian signs the release form) sign a medical and injury release from and pay a guest fee of \$5.00 before using the facilities.

Conduct:

While in the facility TEI does not permit and will not tolerate any inappropriate conduct. Such conduct includes, without limitation, using loud, abusive, offensive, insulting, demeaning language, profanity, lewd conduct or any conduct that harasses or is bothersome to members or TEI employees.

Use of Facilities:

Weights & Other Equipment: There are specific rules posted regarding the use of the weights and other equipment in the facility. As a courtesy, please replace the weights on the rack after you use them and wipe off any benches after your use. TEI provides towels for you to lie on the benches, and wipes for you to wipe down and clean the benches after your use. Please NO slamming of weights, or misuse of equipment. Members must use collars on bars, and must use mats if placing weights on floor. Members must also use a spotter when using heavy weights.

Dress Policy: TEI requires you to wear appropriate clothing and footwear while in the facility. Here are general guidelines: gym shorts, T-shirts, jogging, aerobic and sweat outfits are all right for exercising, but street clothes/shoes and jeans are not.

General Policies for Minors:

Children are the parent/member's responsibility. Supervision may or may not be provided by TEI. Children must remain in the play-room. It is the parent/member's responsibility to see if the play-room is cleaned up if TEI doesn't provide supervision at the time the parent/member works out.

Prohibited Items and Activities:

No Alcohol, Drugs, or Smoking: You cannot use the Facility or engage in any activity at TEI while under the influence of drugs, or alcohol. Also, TEI doesn't permit smoking, alcohol, illegal drugs, including steroids in its facility.

No Weapon: No weapons of any kind are permitted.

Personal Training: Under no circumstance is any member to train another member for compensation. If is determined that paid personal training has been conducted on the premises, the trainer and trainee will each lose their membership. Under no circumstance is any member allowed to bring in another trainer for the purpose of personal training in the Trainers Edge.

I understand and agree to comply in full with the Rules & Regulations.

Signature: _____

Date: _____

HEALTH/MEDICAL QUESTIONNAIRE

Past History: Have you had OR do you presently have any of these conditions?
(Yes=Y or No=N)

Rheumatic Fever	()	Recent Operations	()	Edema (ankle swelling)	()
High Blood Pressure	()	Injury to Back or	()	High Cholesterol	()
Low Blood Pressure	()	Knees	()	Seizures	()
Lung Disease	()	Heart Attack	()	Fainting	()
Diabetes	()	Medical Problems	()	Other Injuries	()

Family History: Have any relatives had OR do any relatives currently have any of these conditions? (Yes=Y or No=N)

Heart Attack	()	High Blood Pressure	()	Diabetes	()
Heart Operation	()	Congenital Heart Disease	()	High Cholesterol	()
Other	_____				

Explanation

CORONARY ARTERY DISEASE RISK FACTORS

Positive Risk Factors (Y or N)	Defining Criteria
_____ 1. Age	Men >45 years: Women >55 OR premature menopause without estrogen replacement therapy
_____ 2. Family History	MI or sudden death before 55 years of age in father or mother male first-degree relative OR before 65 years of age in mother or other female first-degree relatives
_____ 3. Current cigarette smoking	
_____ 4. Hypertension	Blood pressure 140/90mm Hg, confirmed by measurements on at least 2 separate occasions OR on anti-hypertensive medication
_____ 5. Hypercholesterolemia	Total serum cholesterol > 200 mg/dL (if lipoprotein profile is unavailable) OR HDL < 35 mg/dL
_____ 6. Diabetes mellitus	Persons with insulin dependent diabetes mellitus (IDDM) who are >30 years of age OR have had IDDM for >15 years; and persons with non-insulin dependent diabetes mellitus (NIDDM) who are >35 years of age should be classified as patients with disease
_____ 7. Sedentary lifestyle/	Persons comprising the least active 25% of the physical inactivity population, as defined by the combination of sedentary jobs involving sitting for a large part of the day and no regular exercise or active recreational pursuits

<u>Negative Risk Factor</u>	<u>Defining Criteria</u>
1.High serum HDL cholesterol	>60 mg/dL

Notes: (1) It is common to sum risk factors in making clinical judgements. If HDL is high, subtract one risk factor from the sum of positive risk factors, since high HDL decreases CAD risk: (2) Obesity is not listed as an independent positive risk factor because its effects are exerted through other risk factors (e.g. hypertension, hyperlipidemia, diabetes). Obesity should be considered as an independent target for intervention.

CLIENTS WITH TWO OR MORE CORONARY RISK FACTORS MUST BE REFERRED TO A PHYSICIAN AND AGREE TO THE FOLLOWING:

I acknowledge the existence of risks in connection with fitness assessment and exercise activities, assume such risks, and agree to accept the responsibilities for any injuries sustained by my participation in the course of the prescribed exercise program. I have been advised to seek the advice of a physician prior to initiating any exercise program. By signing below, I accept full responsibility for my health and well-being and acknowledge an understanding that no responsibility is assumed by the leaders of this program.

Signed: _____ Print: _____ Date: _____