

WILLOW BEND FITNESS CLUB GUEST PROFILE

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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 the law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

CLUB # 7165

Date: _____

Agreement Type: Guest

4 Digit Code: _ _ _ _

Primary Member/Guest Information

First Name Last Middle Initial Gender

Present Address City State Zip

Primary Phone Number Email Address

Select One:

1 DAY GUEST PASS \$20

3 DAY GUEST PASS \$40



SUMMARY OF MEMBERSHIP POLICIES

1. MEMBER, by executing this Agreement, does hereby join the CLUB and such membership entitles the MEMBER to use the facilities. The MEMBER is entitled to use the facility only and MEMBER shall be required to provide MEMBER's own athletic equipment and clothes. The MEMBER will be subject to additional charges for and including, but not limited to personal training or other professional services rendered by a club employee or contractor. No such charges will be incurred without MEMBER consent.
2. MEMBER must utilize upon entering the CLUB his/her membership code into the keypad by the door. MEMBER agrees that MEMBER may be denied access to the CLUB without his/her membership code.
3. If MEMBER violates this Agreement and the terms contained therein or any of the rules and regulations for use of the facility, the CLUB may suspend or revoke the MEMBER's right to use the facility. There will be NO REFUNDS OF ANY PARTIAL MONTH CREDIT but no future payment not yet incurred will be due.
4. MEMBER agrees that he/she shall not engage in any type of commercial or business activity while using the facilities. MEMBER shall not act as a trainer for any other MEMBERS or guests and any acts which constitute such business activities are strictly forbidden. If MEMBER engages in such commercial or business activities MEMBER's membership shall be subject to immediate cancellation. There will be NO REFUNDS OF ANY PARTIAL MONTH CREDIT but no future payment not yet incurred will be due.
5. MEMBER agrees that MEMBER shall abide by the CLUB dress code at all times while in the facility. PLEASE do not wear blue jeans or any pants/shorts that have blue jean type seams or rivets. Flip-flops or bare feet are not allowed on the CLUB floor.
6. MEMBER agrees that MEMBER shall not use loud or profane language upon the CLUB premises nor shall MEMBER molest, badger, assault or harass other CLUB MEMBERS, guests, contractors or employees. If MEMBER engages in such behavior, MEMBER's membership shall be subject to immediate cancellation. There will be NO REFUNDS OF ANY PARTIAL MONTH CREDIT but no future payment not yet incurred will be due.
7. MEMBER understands that the CLUB prohibits the use of any drugs or steroids and MEMBER agrees not to use any drugs or steroids on the CLUB premises. MEMBER acknowledges and is aware that steroids can cause numerous physical, mental, and emotional problems relating to physical maturity and growth and may cause heart disease, strokes, liver dysfunction, sterility and infertility, and many other adverse health problems. MEMBER recognizes and acknowledges that there are serious criminal and civil penalties for the illegal possession, sale, use, trading, or exchange of steroids and no such activity is allowed upon CLUB premises.
9. MEMBER agrees that if MEMBER fails to use the CLUB facilities, that shall not release the MEMBER from the obligation to make all payments required by the terms of this Membership Agreement. Cancellations MUST BE PROVIDED IN WRITING TO info@willowbendfitnessclub.com . ANY OTHER FORM OF CANCELLATION WILL NOT BE CONSIDERED AND BILLING WILL CONTINUE UNTIL THE DATE SUCH CANCELLATION IS PROVIDED IN THE CORRECT MANOR. UNDER NO CIRCUMSTANCES WILL A REFUND BE DUE. MEMBERSHIP FEES WILL CONTINUE TO BE BILLED AND DUE UNTIL SUCH DATE.
10. MEMBER allows CLUB and its employees and agents the right to photograph, record, and/or otherwise reproduce MEMBER's likeness, name and/or voice in, and in connection with, the exhibition, display or other reproduction of any photograph, motion picture, video recording, audio recording or similar reproduction in which it may be used and/or incorporated. The CLUB may use the photograph, motion picture, audio recording, video recording or other reproduction for advertising, internet, or other purposes. SHOULD MEMBER OBJECT TO ANY USAGE, THE CLUB WILL MAKE EVERY ATTEMPT TO REMOVE OR REPLACE SUCH IMAGERY WHEN POSSIBLE AFTER SUCH NOTIFICATION.

11. The MEMBER should attempt to resolve with the CLUB any complaint the MEMBER may have against the CLUB. FAILURE TO NOTIFY THE CLUB IN WRITING OF A NOTICE TO ATTEMPT AMICABLE SETTLEMENT IS A MATERIAL BREACH OF SUCH AGREEMENT FOR WHICH ANY AND ALL SUBSEQUENT FEES, JUDGEMENTS OR COSTS INCURRED BY OR RENDERED AGAINST THE CLUB WOULD BE OWED BY AND REIMBURSED BY MEMBER. Should this Agreement need to be enforced by an attorney for the violation of any provision contained herein, the parties agree the CLUB shall be entitled to recover all costs and expenses resulting there from, including a reasonable amount as attorney's fees. Any dispute shall be subject to the laws of Texas and venue shall be Dallas County.

12. This Agreement may not be amended or modified except by an instrument in writing executed by the parties hereto.

13. MEMBER authorizes the CLUB, ABC Financial Services, and their authorized designees to contact them by email, telephone, or by other means. Subject to applicable law, MEMBER agrees that ABC Financial Services, Inc. may contact MEMBER at any mailing address, phone number or e-mail address set forth on the face of this agreement, or any other address subsequently provided to, or obtained by, ABC Financial Services.

14. The CLUB retains the right to modify these policies without warning. Reasonable rules and regulations may be posted in the Membership Guide or at the CLUB from time to time and all MEMBERS shall be subject to strict compliance therewith.

15. This facility is under 24-hour recorded video surveillance, which may be retained by the CLUB for subsequent review, and MEMBER access usage is logged.

- MEMBER may not bring in guests at any time without the completion of a guest form. MEMBER may not allow anyone else to use their access code and must alert the CLUB immediately if they have reason to believe anyone else may have it. Violating this policy may result in suspension or revocation of the MEMBER's right to use the facility.
- MEMBERS who do not have or forget their access code may be denied entrance into the facility during non-staffed hours. Members may send an email to info@willowbendfitnessclub.com to get their access code and may call or text anyone inside the facility that the member knows to grant access. No MEMBER should allow anyone access unless such MEMBER is certain the individual requesting access is known to them, and known to be a MEMBER

16. Personal training services provided in this facility may be provided either by independent contractors of the CLUB or by independent contractors operating their own business who are granted use by the CLUB. All payments for personal training services to internal independent contractors of the CLUB are to be made to the CLUB, who will pay the trainers as the services are provided.

17. We ask that you refrain from talking on cell phones in the weight and cardio areas of the club and if necessary that you be respectful of the volume to those around you. Photography and/or videography anywhere in the CLUB is only allowed with the expressed prior written consent of the managers or owners of the CLUB

18. The CLUB urges you and all members to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise classes. All exercises inside and outside of the club's premises, including the use of free weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the member's sole risk. Member understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be member's entire responsibility, and the Club shall not be liable to member for any claims, demands, injuries, damages, or actions arising due to injury to member's person or property arising out of or in connection with the use by member of the services, facilities, and premises of the Club. Member hereby holds the Club, its officers, owners, agents, and employees harmless from all claims which may be brought against them by member or on member's behalf for any such injuries or claims. FURTHER, I acknowledge that this is an UNSUPERVISED FITNESS CENTER and I assume all risks associated with using exercise equipment and exercising alone without the aid and presence of CLUB staff on the premises. I HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Willow Bend Fitness Club, AND THE OWNERS OF THE CLUBS, as well as all advertisers, agents and employees of the club WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, LOSS OR DAMAGE to person or property that may arise out of or in connection with my use of any of the equipment or the facilities of the CLUB, or any incident that occurs while using such facilities, or otherwise related to my membership. I expressly agree that this release is intended to be as broad and inclusive as permitted by applicable law and if a portion of this release is held invalid, the balance shall remain in full force and effect. This release shall apply to my heirs, assigns, personal representatives and any other next of kin. I understand that the CLUB is relying on this release in agreeing to enter into this Agreement.

NOTICE: ANY HOLDER OF THIS 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 HEROF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

I have read and agree to the terms and conditions of the entire agreement, and signing on behalf of all covered members in this agreement.

Customer Initials _____

Date _____

Customer Name _____

Customer Signature _____