



Membership Type _____
Tag Number _____
Join Date _____

-01 PRIMARY MEMBER (Please print)

Name _____ / _____ / _____ Sex _____
 First Last Birth Date

Address _____
 Street Apt# City State Zip

Home Phone _____ Driver's License # _____

Other Phone (Cell, Work) _____ Email _____

Address Club Mail To: Home Business

OTHERS IN FAMILY TO BE INCLUDED IN MEMBERSHIP

02 Name: _____ Birth Date ____/____/____ Sex: M / F
 03 Name: _____ Birth Date ____/____/____ Sex: M / F
 04 Name: _____ Birth Date ____/____/____ Sex: M / F

IN EMERGENCY PLEASE NOTIFY (other than above)

Name _____ Phone _____
 Address _____
 Street Apt# City State Zip

Buyer agrees to make all monthly dues payments under this Agreement by Electronic Funds Transfer (EFT) from the account set forth below or such other account as Buyer shall designate from time to time. All EFT drafts occur on or near the First business day of the month.

FEE AND PAYMENT INFORMATION

EFT START DATE

Enrollment Fee: \$ _____
 Prorated Dues: \$ _____

_____ Payment Type (Checking, Savings, AMEX, MasterCard, Visa)

Financial Institution

Name _____

Monthly Dues: \$ _____

Account/Card Number _____ EXP _____

Total Payment Collected Today: \$ _____

Routing Number (Checking/Savings only) _____

Allow on account sales: No / Yes (All charges will be added to monthly EFT and must be secured with a Credit Card.)

BUYER'S RIGHT TO CANCEL

If you wish to cancel this Agreement, you may cancel by delivering or mailing by certified, return receipt requested, written notice to this Club. The notice must say that you do not wish to be bound by the Agreement and must be delivered or mailed before 12 midnight of the third business day after you sign and receive a copy of this Agreement. This notice must be delivered or mailed to Sierra Fitness, 5455 North Kolb Road, Tucson, Arizona 85750. In some cases you may also cancel this Agreement if you signed it before the Club facility was completed, if the Club moves or goes out of business, if you become permanently disabled, or if you move from the area. If you cancel, the health Club may be entitled to a certain portion of the contract price. See terms on reverse side.

NOTICE: Any holder of this Agreement or note is subject to all 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.

Each member shall be entitled to all rights and privileges of their indicated membership type, subject to the rules and regulations of the Club. This agreement starts on the date first written above and continues from month to month thereafter until Buyer gives notice of cancellation to the Club. Buyer agrees that this agreement shall be in force for a minimum of _____ months. 30 DAYS ADVANCED WRITTEN NOTICE IS REQUIRED TO CANCEL THIS MEMBERSHIP AGREEMENT AFTER THE INITIAL _____ MONTH COMMITMENT IS FULLFILLED. ALL CANCELATIONS ARE EFFECTIVE AT THE END OF A CALENDAR MONTH.

Please read the following Additional Membership Agreement Terms as it contains notices required by Arizona state law.

Member Signature _____ Date _____

Co-Member _____ Date _____

(If under 18) Parent or Legal Guardian Signature _____ Date _____

Approved by _____ of Sierra Fitness

Items Included: Health Assessment _____ Private Session _____ Additional _____

Special Notes:

How did you hear about us? Website Direct Mail Print Ad Radio Signs

Other _____

ADDITIONAL MEMBERSHIP AGREEMENT TERMS

1. **HEALTH WARRANTY.** I warrant and represent that I have no disability, impairment or ailment that prevents me from engaging in active or passive exercise. This is made by me knowing that Sierra Fitness Health Clubs of America, Inc. will rely upon it in allowing me to participate in Club activities.
2. **WAIVER OF CLAIMS.** I expressly agree that my use of and/or attendance at the club are undertaken at my sole risk and that the Club's owners, managers, employees, and agents (Management) shall not be liable for any damages to me or my property or be subject to any claim, demand, or cause of action, including for any injury or damage resulting in any active or passive negligence of the Club, its management or the Clubs guests.
3. **RELEASE OF CLUB.** I, on behalf of myself, my executors, administrators, heirs, assignees and successors do hereby fully and forever release and discharge the Club and its Management from all such claims, demands, and injuries, actions and cause of action. I consent to pictures being taken of me by the Club and that those pictures will become property of the Club.
4. **APPLICABILITY TO MINOR CHILDREN.** Where this agreement covers a person who is a minor (under 18 years old), I, as the minor's parent or legal guardian, expressly make a Health Warranty on behalf of my minor children and agree with the Waiver of Claims, Release of Club, and Consent provisions contained above for and in behalf of each of my minor children. Further, I authorize the Club and its Management to obtain necessary medical treatment for my minor.
5. **RULES, REGULATIONS, AND SCHEDULES.** Member agrees to abide by all the membership rules, regulations, and schedules for the club which may be posted at the club or issued verbally, and which may be amended from time to time.
6. **PROOF OF MEMBERSHIP.** No one will be admitted to the club without providing proof of identity using the identification specified by the club for that purpose from time to time. Membership ID's are not transferrable. Lost or damaged ID's may be replaced for a fee.
7. **SUSPENSION OF MEMBERSHIP.** The Club retains the right to suspend and/or terminate any membership for nonpayment of any charges or for behavior inimical to the enjoyment of the Club by other members and may require payment of a fee for reinstatement.
8. **NO OFFSET FOR NON-USE.** Except as provided elsewhere in this Agreement, Buyer shall not be released of his/her obligation to make monthly payments, and no deductions or allowance from any such payments shall be made because of the Member's failure to attend or use the Club's facilities.
9. **DISHONORED PAYMENTS.** If a check or credit draft for the payment of dues is not honored by a financial institution for any reason, the Club may assess a service charge of \$25.00 for each dishonored payment, which may be added to the next EFT draft without further notice to the Buyer.
10. **UNPAID BALANCES.** All balances in arrears over 30 days are subject to a 1.5% monthly service fee. (Annual rate is 18%) Any unpaid for membership fees, goods or services past 30 days may result in suspension of membership privilege, may require payment of a fee for reinstatement, and may result in the acceleration of all amounts due under the Agreement, making the full balance immediately due and payable. Buyer is required to pay for all collections and/or legal costs incurred by the Club in enforcing the financial obligations of the buyer.
11. **LOCKERS.** Lockers are provided solely for the benefit and convince of the members. The club reserves the right to remove any article left in the locker overnight. Members are urged to avoid bringing valuables onto Club premises. The Club shall not be held responsible for any personal property damaged, lost, or stolen.
12. **CHANGE OF ADDRESS.** Buyer must notify the club in writing of any address or name change.
13. **SPECIAL OCCASIONS.** Club usage may be limited on special occasion such as tournaments, construction or special events.

14. FREEZING OF MEMBERSHIP. Member may suspend monthly payments for a minimum of three consecutive months throughout the duration of the initial term of the Agreement for any reason. The fee is \$50.00. The remaining payments needed to fulfill the Agreement will be added to the initial term in accordance with the length of the suspended payments. The Buyer must notify Seller (Club) in writing and at Club of the freeze dates.
15. TRANSFER OF MEMBERSHIP. Buyer may transfer the membership at any time to another buyer for a fee of \$50.00 with the express consent of the Seller (Club).
16. HOLDERS IN DUE COURSE. Under this Agreement, no further payments shall be due to anyone, including any note, in the event the health club, at which this Agreement is entered into, ceases operation and fails to offer a comparable alternative location within TEN miles.
17. RESCISSION PERIOD. Until the Club provides Buyer with a signed copy of this Agreement, written in full compliance with Arizona law, Buyer may cancel this Agreement at any time. Buyer may cancel this agreement without penalty within three business days of receiving a fully completed and executed copy hereof. Upon such cancellation, Buyer shall receive a full refund of all money, including any enrollment fee, minus 15%, paid under the Agreement.
18. CLUB CLOSING. If the Club temporarily closes for 30 days or less, Buyer shall receive an extension of his/her membership for a term equal to the period during which the facility is closed. If the Club temporarily closes for more than 30 days and fails to provide a comparable facility within ten miles of the Club for Members to use, Buyer shall receive a refund of any monthly dues in excess of an amount computed by dividing such monthly fee by the number of days in the month and multiplying the result by the number of days elapsed in such month prior to temporary closing.
19. MEDICAL HOLD. Buyer may extend his/her membership term under this Agreement, at no additional cost, for a period of less than 6 months, provided that such disability is verified in writing by a physician.
20. CANCELLATION RIGHTS. Buyer or his/her legal representative may cancel this Agreement if Buyer, (a) dies; (b) becomes disabled such that Buyer is precluded from using one third or more of the Club's facilities for a period of six months or more, providing that such disability is verified by a physician; or (c) moves his/her residence more than 25 additional miles from the Club and is unable to transfer the Agreement to a comparable facility within five miles of his/her new residence. If Buyer initially signed a 16-or 20-month Agreement and cancels within 12 months the difference in monthly fee between the 12 month and the longer Agreements shall be paid upon cancellation.
21. NOTICE. If Buyer elects to cancel this Agreement pursuant to paragraphs 17, 19, or 20 hereof, then Buyer shall notify seller of such cancellation in writing, indicating the reason for cancellation and verification thereof, as necessary, by certified mail, return receipt requested to: **Sierra Fitness 5455 North Kolb Road, Tucson, Arizona, 85750**, or by personal delivery to the Club. All refund monies will be paid and Buyer's electronic funds transfer agreement will be cancelled within 30 days or receipt of such notice of cancellation. After the initial term of this agreement is completed, Buyer or Seller may terminate this agreement upon 30 days advance written notice to the other party. All cancellations shall be effective at the end of the calendar month. Cancellation cannot be processed for partial months.