

**BMod Fitness, Corporation
Membership Contract**

Student Name 1: _____ **Date of Birth:** _____

Student Name 2: _____ **Date of Birth:** _____

Address: _____ **City/State/Zip** _____

Home Phone: _____ **Cell:** _____

Mothers' Name: _____ **Fathers' Name:** _____

Emergency Contact: _____ **Phone:** _____

Email Address: _____

How did you hear about us? _____

Tuition is due in full prior to attending class. Incentives are available, visit our website **BModFitness.com** or ask your local gym manager for details. We do not prorate for missed classes. Your scheduled class is secure only when your account is current. You will not receive a written bill unless your account is past due. A \$10.00 service charge will be added to any past due account. Prices are subject to change without notice. There is a \$15.00 service charge for all returned checks. As a courtesy, we will notify you of a returned check by phone. For your convenience we accept post-dated checks, Mastercard and Visa (convenience fee applies).

Students must be accompanied into and out of the gym. However, students may be unaccompanied for the duration of the class. Please understand that due to the close proximity of classes, BMod personnel will have no more than a 5 minute window to wait with students. Repeated violators of this policy may be subject to a \$15.00 fee. Please contact your local BMod Fitness manager so that we may make every attempt to facilitate your scheduling. We want to work *with* you.

Missed classes for illness, injury, or emergency may be made up. BMod policy states that you must call, or change your session on-line, one hour prior to your session time in order to reschedule.

To discontinue your sessions you will need to provide a written notice 2 weeks prior to the cancellation date. A \$15.00 processing fee will be deducted from your account and the balance will be returned to you by mail. You may request that your account be credited and the processing fee will be waived.

BMod Fitness is not responsible for lost or stolen items. Parents/guardians are responsible for, and will be billed for any and all damages caused by their student and/or minors. We reserve the right to refuse service to anyone.

I am the legal guardian of the above minor(s) and state that all listed are in good general health, and have been examined by a physician within the last year. I authorize and consent to any medical treatment, and or services to be provided by or under the supervision of a licensed physician should he/she become ill or injured while in attendance or participating in any BMod Fitness sponsored activity, and do so without having to wait while we are contacted.

I have fully read, understand, and agree to all of the policies listed above.

Signed: _____ **Date:** _____

(over)

Disclaimer: BMod Fitness Corp. is not responsible for any injury (or loss of property) to any person while taking class, attending group classes, birthday parties or social skills groups or participating in any other services offered by BMod Fitness, Corp., for any reason whatsoever, including ordinary negligence on the part of BMod Fitness, Corp. it's owners, officers, agents, and employees.

In consideration of my participation, I hereby release and covenant not to sue BMod Fitness, Corp., it's owners, employees, coaches, teachers, or agents from any and all present and future claims resulting from ordinary negligence on the part of BMod Fitness, Corp., or others listed for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction in Behavioral Sensory Integration, gymnastics, or any other activities or any activities incidental thereto, wherever, whenever, or however the same may occur. I hereby waive any and all claims, past, present, and future that may be made by me, my family, estate, heirs, or assigns.

Further, I am aware that gymnastics is a vigorous sporting activity involving height and rotation in a unique environment and as such they pose a risk of injury. I understand that gymnastics and other activities always involve certain risks, including but not limited to death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and the mats, pits, and other safety equipment and apparatus provided for my protection including active participation of a coach or teacher who will spot or assist in the performance of certain skills, may be inadequate to prevent serious injury. The risk of harm may be limited by all of the safety equipment and trained coaches, but never eliminated. I understand that participation in the gymnastics environment including moving from event to event, swinging, conditioning, stretching and other activities, which may leave me vulnerable to the reckless actions of other participants who may not have complete control over their actions or who may not see other students in the gym. I am voluntarily participating in this activity with knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

I further agree to indemnify and hold harmless BMod Fitness, Corp. , and all others listed for any and all claims arising as a result of my engaging in or receiving instruction in Behavioral Sensory Integration, gymnastics, or any activities incidental thereto, whenever, wherever, or however the same may occur.

I understand this waiver is meant to be as broad and as inclusive as permitted by the laws of the state of California and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings will be the state of California.

I affirm that I am of legal age and am freely signing this agreement. I have fully read this form and fully understand that by signing this form, I am giving up legal rights and remedies which may be available to me for the ordinary negligence of BMod Fitness, Corp., or any person listed above.

Signature of parent _____ Date _____