

## MEMBERSHIP AGREEMENT

Agreement made on \_\_\_\_\_, between Harborside CrossFit (HCF) and  
Date

\_\_\_\_\_  
Name (First, M.I., Last)

\_\_\_\_\_  
Address, City, State, Zip

\_\_\_\_\_  
Email

### Both parties agree as follows:

#### 1. Membership Fees

All fees and schedules are subject to change without notice. There are no refunds for CrossFit memberships or personal training fees. Member may pay with cash, credit card or personal check made out to Harborside CrossFit. *(On-Ramp members please leave this section blank).*

#### CrossFit Memberships

- a.  Unlimited Membership - \$150.00/month
- b.  Student, Military, 1<sup>st</sup> Responder (ID Required) - \$120.00/month
- c.  6 Month Pre-Paid Unlimited - \$750.00
- d.  1 Year Pre-Paid Unlimited - \$1500.00

*CrossFit memberships begin on the date of first use, and expire relative to said use.*

#### Personal Training Memberships

- a.  One 30 Minute Session - \$30.00
- b.  One 60 Minute Session - \$45.00
- c.  50 One Hour Sessions - \$1,750.00
- d.  100 One Hour Sessions - \$3,000.00
- e.  140 One Hour Sessions - \$3,500.00

*Personal training sessions do not expire.*

## 2. **Three-Day Right of Rescission**

New members have three days after signing this Agreement to cancel their membership without penalty. If the Agreement is cancelled within three days, HCF will return to the member within thirty days of all amounts paid. To cancel, new members must call or come into HCF and inform HCF of their wishes to cancel.

## 3. **Policy Regarding Pre-Paid Membership Agreements (*CrossFit Members ONLY*)**

Members who purchase six (6) month or one (1) year pre-paid memberships, as provided in paragraph 1 above, will be allowed to cancel their membership within three (3) days of execution of the agreement. After the three (3) day cancellation period elapses, all payments for pre-paid membership will be non-refundable. HCF, however, reserves the right to refund payment for pre-paid memberships beyond the three (3) day cancellation period in special circumstances to include military deployment for U.S. armed forces service members, members who have become seriously impaired and/or injured (physician's note required), and for members who relocate his/her residence more than forty (40) miles from the Facility.

## 4. **Policy Regarding Pre-Paid Membership Agreements (*Personal Training Members ONLY*)**

Members who purchase fifty (50), one hundred (100) or one hundred and forty (140) session memberships, as provided in paragraph 1 above, will be allowed to cancel their membership within three (3) days of execution of the agreement. After the three (3) day cancellation period elapses, all payments for pre-paid membership will be non-refundable. HCF, however, reserves the right to refund payment for pre-paid memberships beyond the three (3) day cancellation period in special circumstances to include military deployment for U.S. armed forces service members, members who have become seriously impaired and/or injured (physician's note required), and for members who relocate his/her residence more than forty (40) miles from the Facility.

## 5. **No Call/No Show (*Personal Training Members ONLY*)**

Please be courteous and arrive on time to your personal training session. Members who fail to show up without notifying HCF, will lose the session and will not be given a refund.

## 6. **Attire**

Workout clothes and sneakers are required in the training area during class times. Some days the workout will require members to go outdoors whether rain, shine, snow or hot or cold temperatures – COME PREPARED!!!

## 7. **Lost Articles**

HCF assumes no responsibility for lost or stolen articles. Lost and found articles not claimed will be donated to charity.

## 8. **Smoking, Food & Drink**

No smoking is allowed in any part of the Facility. Food or drink may be taken into the workout areas if it is a non-breakable, enclosed container.

## 9. **Children**

Members must be 16 years of age or older unless supervised by a parent or legal guardian at all times.

## 10. **Conduct**

HCF is committed to the health, safety, and welfare of each of its members and staff and will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. HCF has the right to judge behavior and respond accordingly. This right includes, but is not limited to, termination of membership of any member engaging in unacceptable behavior.

## 11. **Damages**

Members shall pay for any damages to HCF property which results from the willful or negligent conduct of member, member's guest or dependent children.

**12. Rules and Regulations**

Members who do not observe HCF rules and regulations or who abuse equipment in any fashion will be asked to leave. The management reserves the right to terminate membership to anyone who refuses to observe any of HCF's rules or regulations. Not all rules and regulations are listed in this agreement. HCF reserves the rights to add, change or remove rules, conditions of membership, opening and closing hours, and all services and facilities offered by HCF.

**13. Miscellaneous**

- a. This Agreement contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this may be waived, altered, amended or repealed, on whole or in part, only upon prior written consent of all parties.
- b. Member has read, and fully agrees to the term of this Agreement and understands and agrees that by signing this Agreement, member has given up considerable future legal rights. Member has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him/her. Member certifies and warrants that he/she is 18 years of age or older and mentally competent to enter into this Agreement.

I certify that I have read and understand all of the terms of this agreement and agree to abide by all of the terms of this Agreement.

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Member Signature

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Harborside CrossFit Staff Member