



**MYTRIBE
FITNESS**

COMMITMENT APPLICATION

Primary Member ID# (Office Use Only) _____

PERSONAL INFORMATION

Name _____

Street Address _____

City _____ State _____ Zip Code _____

Phone _____ Email _____

DOB _____ Referred By _____

SECOND HOUSEHOLD MEMBER

Secondary Member ID# (Office Use Only) _____

Name _____

DOB _____ Email _____

COMMITMENT TYPE

All commitment levels have a \$49.99 Enrollment Fee.

Tribe All Access - \$64.99

Weekend Warrior - \$34.99

Dual Household - \$114.99

Virtual On-Demand - \$39.99

Student (25 & under) - \$44.99

Prepaid # of months _____

PAYMENT INFORMATION

Electronic Payment Type - Please check one. **Checking** **Savings** **Credit / Debit Card**

Financial Institution Name _____

Financial Institution Address _____

Routing # _____ Account # _____

Credit Card : **Visa** **Mastercard** **Discover**

Name as it appears on card _____

CC# _____ Expiration Date _____

Payment Authorization

You, the person whose name appears on the credit card or the person who is the account holder, as indicated above, by your signature immediately following this paragraph authorize My Tribe Fitness and/or its agents to withdraw or debit your account identified above, any and all amounts payable by the above named member(s) from time to time under this agreement and any renewal thereof. Payer confirms that he or she is at least 18 years old. This payment authorization shall survive and not merge with the expiration or termination of this agreement.

Date : _____ / _____ / _____ Authorized Signature _____

OFFICE USE

Initial Payments: Enrollment Fee _____ Tax _____

Prorated Dues _____ TOTAL _____

COMMITMENT TERMS & AGREEMENT

DEFINED TERMS – In this agreement, “Club Owner” is My Tribe Fitness, operating as “My Tribe Fitness”. “Club Location” means the club located at the address set out under “Club Location” below this paragraph. “You”, “your”, and “member(s)” means jointly and severally, the person(s) whose name(s) appears beside the Member ID#(s) on page 1 of this agreement, including the primary member. The “primary member” means the member whose name appears next to the Primary Member ID# on page 1 of this agreement. “Club Users” means the member(s) and/or those of whom the member(s) are at law responsible. “Membership” means the membership granted under this agreement.

Club Location: 6511 Ware Road, Suite 180, Lino Lakes, MN 55014

PAYMENTS – You agree to be fully responsible for all payments under this agreement, including but not limited to the initial payment amounts, the applicable commitment fees, and all applicable taxes. All payments shall be paid to Club Owner (or as the Club Owner may direct) in such manner as Club Owner may determine from time to time. You agree to pay the total Initial Payments (set out on page 1 of this agreement) on the Start Date. If you have agreed to prepay the commitment fees for a specified number of months as indicated on page 1 of this agreement, all of the commitment fees for such specified period and applicable taxes are due and payable on the Start Date. In all other cases the monthly commitment fees and all applicable taxes are due and payable the day of each and every month during which this agreement took effect. All amounts payable by you under this agreement are payable regardless of whether the facilities and/or equipment at the Club Location (the “Facilities”) are used by any of the member(s) during the applicable month(s). You agree that if, for any reason, any amount payable under this agreement is not paid when the same is due, you will be required to immediately pay to Club Owner the entire unpaid balance together with an administration fee of \$15.00 for each occurrence of default in payment. You also agree to pay to Club Owner all costs incurred in relation to the collection of any amount owing by you, including any bank charges, agency fees and legal fees of Club Owner.

MEMBERSHIP TERMINATION AND REFUND – You may terminate this agreement at any time by personally delivering to club owner 14 days prior written notice stating that you wish to terminate the commitment, (the “Termination Notice”). Any Termination Notice delivered by a member shall be deemed to be a Termination Notice delivered by all of the members on that account. Club Owner must receive the Termination Notice before the 15th day of the previous month in order that this agreement may be terminated at the end of such month. Upon receipt of the Termination Notice by Club Owner, this agreement and the commitment will terminate at the end of the next calendar month following the date on which the Club Owner received the Termination Notice. You will remain liable for all obligations of the member(s) under this agreement until it is terminated. If you have prepaid the commitment fees for a specified number of months and you terminate this agreement before such specified period expires, then on the date of termination, Club Owner will determine the amount of the prepaid commitment fees that have not been applied as at the date of termination, and deduct therefrom all outstanding amounts owing by you and the value of all applicable incentive(s) provided or promised to the member(s) for prepaying for such specified number of months, and Club Owner will refund any balance remaining to Payer within 15 days after the date of termination.

MEDICAL AND FIRST AID – You have been advised by Club Owner that members or guests should consult a physician before engaging in any Fitness Activity. You agree to ensure that such persons are not subject to any illness, conditions, medical or otherwise, which would make the undertaking of any Fitness Activity dangerous, hazardous or otherwise harmful to the health of such person(s) and you knowingly assume any and all risks and liabilities in relation to same. You agree to immediately notify the Club Owner if any of the members or guest experience any pain, nausea, or discomfort during or after any Fitness Activity. You agree that, in case of an emergency, Club Owner, or their respective staff, may, at your cost and expense, render first aid treatment and/or arrange for emergency medical care to any of the Club Users, and you hereby authorize same, but nothing in this agreement shall obligate the Club Owner, and/or their respective employee(s), contractor(s) or agent(s) to render such treatment or care.

RELEASE – You hereby irrevocably and unconditionally fully release and forever discharge the Companies from any and all claims, actions or other proceedings of every kind and nature for any loss, injury, illness, death, damage and/or liability whatsoever of every nature and kind, in law or in equity, whether now known, anticipated or otherwise, which any of the Club Users, had, have or may have against any of the Companies, directly or indirectly, arising out of, resulting from, or in any way associated with any Fitness Activity.

_____ Member(s) Initials

COMMITMENT FREEZE – You have the right to freeze the Commitment for up to three months in the aggregate annually, during which time you will not be charged the usual commitment fees and the Club Users will not have access to the Club Location. You agree to pay, on or before the beginning of each period of the Commitment freeze, a \$10.00 processing fee for each month or part thereof that the Commitment freeze is to apply. If you have agreed to prepay the Commitment fees for a specified number of months, the specified period of months prepaid will be extended accordingly. To exercise this right you must personally deliver written notice to Club Owner by the 15th of the month immediately before the month for which the freeze is to take effect, stating that you wish to freeze the commitment and the duration in which the freeze is to apply, such duration shall not be more than 3 months. Any such notice to freeze the Commitment delivered by a member shall be deemed to be a notice to freeze the Commitment delivered by all of the members.

DEATH/DISABILITY – If you die or become totally or permanently disabled, as determined by a qualified physician, at your request or the request of your executor or estate trustee, as the case may be, this agreement may be immediately terminated and any prepaid commitment fees which have not been applied, as determined by Club Owner, shall be refunded to Payer. You agree to comply with all of your obligations on termination as set out in this agreement.

GUESTS – Member(s) may bring guest(s) to the Club Location only during the hours when such location is staffed by an employee of the Club Owner. All guests must sign a liability waiver before they are permitted to use the Facilities or participate in any activity at or about the Club Location. Club Owner shall have the right at its sole and absolute discretion to refuse access of any guest for any reason whatsoever. Club Owner has the right to charge the guest(s) or the member(s) a \$10.00 guest fee (Drop-in Rate) for each guest who accesses the Club Location, upon entry, and in the case where the foregoing conditions are not met, to charge any of the member(s) for such guest(s) retroactively.

INDEMNIFICATION – You agree to indemnify and save harmless the Companies from and against any and all claims, actions or other proceedings of every kind and nature for any loss, injury, illness, death, damage and/or other liability whatsoever of every nature and kind, in law or in equity, whether now known, anticipated or otherwise, which any of the Club Users and/or any guest(s) had, have or may have against any of the Companies, directly or indirectly, arising out of, resulting from, or in any way associated with any Fitness Activity.

DEFAULT – You are required to comply with all of the obligations of the member(s) under this agreement and shall cause the other Club Users, if any, to comply with same. If any of the Club Users default in or breaches any of the obligations under this agreement or any rule or regulation established, from time to time, by Club Owner, such default or breach shall be deemed to be your default or breach and in addition to any other remedy it has available to it under this agreement and at law, Club owner may at its sole option suspend the right of any of the Club Users to access the Club Location and the facilities, either temporarily or permanently and/or terminate this agreement and the Commitment upon written notice mailed or personally delivered to you.

GENERAL PROVISIONS – This agreement and the rules and regulations established by Club owner shall constitute the entire agreement between you and Club Owner. This agreement shall not be amended or modified unless such amendment is in writing, agreed to and signed by you and Club Owner. You may not assign this agreement and/or the Commitment unless Club Owner expressly consents to such assignment in writing. Club Owner may assign this agreement at its sole and absolute discretion. Club Owner may at its sole discretion upon prior notice to you, add to, delete or change any of the fees and/or charges payable by you under this agreement, such notice shall BE deemed to be notice to Payer. All notices to be given under this agreement shall be provided in writing and if such notice is to be given to Club Owner, be delivered to the Club Location, or if such notice is to be given to any of the member(s), be delivered to the address set out immediately below the name of the primary member. Where Club Owner is required to pay or refund any amount to you under this agreement, payment or refund of such amount by Club Owner to Payer shall fully release and discharge Club Owner from its liability for same. If any provision of this agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity of any other provision of this agreement, but such part shall be fully severable, and this agreement shall be construed and enforced as if such invalid or unenforceable part had never been inserted herein. All payment obligations, authorizations, consents, and waivers of the Club Users, and all releases and indemnities, contained in this agreement shall survive and not merge with the expiration or termination of this agreement. All rights and remedies of Club Owner under this agreement are cumulative and in addition to and not in substitution for any rights or remedies provided in law or in equity.

CONFIRMATIONS – You confirm that the member(s) signing and/or initialing this agreement are all of the member(s) who are 18 years of age or older. You confirm that you have received a duplicate copy of this agreement.

This agreement is agreed to by the Club Owner and the member(s) who have signed this agreement below on the _____ day of _____, 20____

Signature of Primary Member - X _____