

New Member Information

(Please Print)

Dr.____ Mr.____ Mrs.____ Ms.____ Miss____

Name (Last)_____ (First)_____ (M.I.)_____

Spouse's name _____

Home Address _____

City _____ State _____ Zip _____

Home Phone _____ Work Phone _____

Employer _____

E-Mail _____

Date of Birth ____/____/____ Age _____

Emergency Contact Name _____ Phone _____

How did you hear about us? _____

Refer a friend! List the name & contact number of any friends you would like to refer to the Carter Rehabilitation and Fitness Center. Your membership representative will contact them and offer complimentary one-week passes compliments of you. In return, if they join the club, you will be rewarded with our referral gift of the month.

Name: _____ Phone: _____

Name: _____ Phone: _____

If you are under the care of a physician, have recently been under the care of a physician, or have experienced any significant medical problems, this information should be disclosed and clearance from your physician should be obtained. If you have not undergone a physical examination, it is recommended that you do so before beginning an exercise program.

I agree to abide by the rules and regulations that are adopted by Carter Rehabilitation and Fitness Center. I understand that Carter Rehabilitation and Fitness Center management reserves the right to terminate any membership, with or without cause, at any time. I here by acknowledge that all information provided is accurate and that I have read and understand the preceding prior to signing.

Member Signature

Date

CARTER REHABILITATION AND FITNESS CENTER MEMBERSHIP FEE AGREEMENT

Membership Type:

BASIC GOLD

Temporary Corporate Account: _____

Name: _____
Last First MI

Membership Start Date: _____ 2015

Enrollment Fee: \$ _____

Monthly Dues (pro-rated): \$ _____

Lump Sum: \$ _____

Sales Tax: \$ _____

Total Amount Due: \$ _____

Initials

ENROLLMENT FEE:

Enrollment Fee: Your membership fees include an initial, one-time enrollment fee of \$ _____ (base fee plus sales tax).

PAYMENT OPTIONS

MONTHLY:

Initials

Credit Card Draft: Your membership fees include membership dues. You have chose to pay our first year of dues by twelve (12) monthly installments of \$ _____ (base fee plus sales tax). Monthly Credit Card Draft (CCD) payments will be charged on or within Five (5) business days after the tenth (10th) day of each month.

Credit Card Information

Credit Card Company: VISA ___ MC ___ AMERICAN EXPRESS ___ DISCOVER ___

Credit Card Number: _____ Expiration Date: _____

Initials

Electronic Funds Transfer / EFT: Your membership fees include membership dues. You have chose to pay our first year of dues by twelve (12) monthly installments of \$ _____ (base fee plus sales tax). Monthly Electronic Funds Transfer payments will be collected on or within Five (5) business days after the fifteenth (15th) day of each month through your bank account. A \$25.00 service charge fee will be assessed for any uncollected EFT payments resulting from account status difficulty (e.g. insufficient funds, stop payment).

Bank Name: _____ (Please attach signed voided check)

Bank ABA #: _____ Account#: _____

Initials

Payroll Deduction: Your membership fees include membership dues. You have chosen to pay your first year of dues by Payroll Deduction. You authorize _____ to deduct \$ _____ (12, 24 or 26) times per year.

*Must complete attached payroll deduction authorization form.

Initials

SINGLE PAYMENT:

Your membership fees include membership dues. You have chosen to pay your first year of dues by single payment.

Initials

If your membership status changes or you change the source of your monthly payment a contract addendum form must be completed in the membership accounting office. Membership privileges will be suspended without notice for failure to pay membership fees.

INITIAL MEMBERSHIP PERIOD- The initial membership period is _____ to _____.

EARLY TERMINATION- If you terminate your membership for any reason during the initial period, you must give written notice and pay a termination fee. The termination fee is equal to membership dues for three (3) months, or the remainder of your initial membership period, whichever is less.

TERMINATION- After the initial membership period expires; you may terminate your membership for any reason without a termination fee by giving written notice. You will be responsible for all membership dues through the last day of the month during which notice of termination is delivered.

REINSTATEMENT- If you terminate your membership and later choose to reinstate your membership, you will be required to complete a new enrollment application and pay the enrollment fee in effect at the time of reinstatement.

ADJUSTMENTS AND TERMINATIONS- Carter Rehabilitation and Fitness Center ("CRFC") reserves the right to adjust membership rates and suspend or terminate memberships, with or without cause, by providing written notice of any such adjustments, suspension or termination. Adjustments will not be applicable to your membership until after the expiration date of the initial membership period.

All payments are non-transferable. No payments will be refunded for any reason, including non-use of the facility. Any unpaid balance for membership fees will be due and payable at the time of termination of your membership. Upgrading or downgrading your membership may also require an additional fee.

I hereby authorize CRFC to initiate debit entries to my bank account, submit credit card charges or initiate payroll deductions as outlined above. I understand that after my initial membership period and written notice from CRFC, the monthly amount may be adjusted from time to time to reflect membership rates then in effect.

TEXAS HEALTH SPA ACT DISCLOSURES

CRFC holds Certificate of Registration No. issued under the Texas Health Spa Act ("Act"). The following disclosures are required by the Act and are printed verbatim:

- (1) **NOTICE TO PURCHASER: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT OR IF IT CONTAINS BLANK SPACES.**
- (2) **IF YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER OF THIS HEALTH SPA, YOU MAY CANCEL THIS CONTRACT BY MAILING TO THE HEALTH SPA BY MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY YOU SIGN THIS CONTRACT A NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS:**
- (3) **IF THE HEALTH SPA GOES OUT OF BUSINESS AND DOES NOT PROVIDE FACILITIES WITHIN 10 MILES OF THE FACILITY IN WHICH YOU ARE ENROLLED OR IF THE HEALTH SPA MOVES MORE THAN 10 MILES FROM THE FACILITY IN WHICH YOU ARE ENROLLED, YOU MAY CANCEL THIS CONTRACT BY MAILING BY CERTIFIED MAIL A WRITTEN NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT, ACCOMPANIED BY PROOF OF PAYMENT ON THE CONTRACT TO THE HEALTH SPA AT THE FOLLOWING ADDRESS:**
- (4) **IF YOU DIE OR BECOME TOTALLY AND PERMANENTLY DISABLED AFTER THE DATE THIS CONTRACT TAKES EFFECT, YOU OR YOUR ESTATE MAY CANCEL THIS CONTRACT AND RECEIVE A PARTIAL REFUND OF YOUR UNUSED MEMBERSHIP FEE BY MAILING A NOTICE TO THE HEALTH SPA STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE HEALTH SPA MAY REQUIRE PROOF OF DISABILITY OR DEATH. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS:**

RELEASE AND WAIVER OF LIABILITY

You understand the risks associated with the use of the CRFC facilities, and you further understand and agree that you are assuming all the risks associated with your participation in exercise and fitness activities, the use of the facilities (including without limitation the indoor and outdoor running tracks, gyms, weight rooms, exercise rooms, courts, pools, locker and dressing rooms, showers, steam rooms, saunas, whirlpools and parking areas) and the use of all equipment contained therein (collectively, "Fitness Activity"), including the risk of injury and death.

You understand that Fitness Activity involves strenuous physical exertion and will require you to exercise your own sound judgment at all times during your participation. You understand that CRFC is under no obligation to determine your suitability for any Fitness Activity or monitor or supervise your Fitness Activity and such determination, monitoring and supervision is your sole responsibility. You represent that you are in good health and do not suffer from any infirmity, disease, impairment or physical condition that would prevent you from participating in any Fitness Activity without suffering harm or injury. You represent to CRFC that you have undergone a recent physical examination and disclosed to CRFC any significant medical condition and have obtained the permission and approval of your physician to participate in Fitness Activity

For and in consideration of the use of the facilities, you hereby fully and irrevocably release, discharge and waive any claim or liability against Baylor A;; All Saints Medical Center, d/b/a Carter Rehabilitation and Fitness Center, Baylor Scott & White Health, and their respective affiliates, officers, directors, members, partners, agents, employees and representatives (collectively, "Representatives") from any and all damages, injuries or death directly or indirectly resulting from or relating to your Fitness Activity, or travel related to your Fitness Activity.

You understand and agree that the effect if this Release and Waiver of Liability is to give up all of your legal rights to file a lawsuit against, or recover money damages from, Baylor All Saints Medical Center, d/b/a Carter Rehabilitation and Fitness Center, Baylor Scott & White Health and their Representatives for any claim relating to your Fitness Activity, including any claim for negligence.

ADDITIONAL TERMS AND CONDITIONS

You agree to abide by the rules and regulations for use of the facility that are adopted from time to time by CRFC.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Proper jurisdiction and venue for any dispute under this Agreement are in the courts of Tarrant County, Texas.

You hereby agree that the entire agreement between you and CRFC relating to your membership is contained in this Agreement and this Agreement supersedes any prior understandings, arrangements, commitments or undertakings between you and CRFC, whether written or oral, express or implied.

This Agreement may not be amended or modified except by a document in writing signed by you and a representative of CRFC.

I have carefully read, fully understand and voluntarily agree to comply with all of the above stated terms, conditions and policies, including the Release and Waiver of Liability.

Signature of Member

Date

ACCEPTED:

Signature of Carter Rehabilitation and
Fitness Center Representative

Date