

# NLXF REGISTRATION FORM



CIRCLE ONE:                      NEW MEMBER                      RETURNING MEMBER

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PHONE NUMBER (     ) \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

EMAIL \_\_\_\_\_

EMERGENCY CONTACT (NAME & PHONE#) \_\_\_\_\_

Will you be utilizing child care?            (Yes)            (No)

**PLEASE CIRCLE THE MAIN TIME YOU PLAN ON ATTENDING CLASS:**

5:00AM    6:00AM    9:15AM    3:00PM    4:30PM    5:30 PM

**\*\*EMPLOYEE-USE ONLY\*\***

MEMBERSHIP TYPE \_\_\_\_\_

# Next Level Extreme Fitness EFT

## Customer Authorization Agreement for Pre-Authorized Payments

I (Full Name - **PRINT**) \_\_\_\_\_, hereby authorize Ever Better Fitness, LLC D.B.A. Next Level Extreme Fitness of Cedar Falls (hereinafter referred to as NLXF Cedar Falls) to initiate electronic debit or credit entries between **NLXF Cedar Falls** and my:

Credit Card # \_\_\_\_\_ Exp. Date \_\_\_\_/\_\_\_\_ Auth # \_\_\_\_\_

Customer Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Phone # \_\_\_\_\_

Email: \_\_\_\_\_ **Draft Day** \_\_\_\_\_ **Monthly Draft Amount:** \_\_\_\_\_

### **Initials**      **ELECTRONIC FUNDS TRANSFER (EFT) AGREEMENT TERMS AND CONDITIONS**

\_\_\_\_\_ This agreement is an electronic funds transfer contract with **NLXF Cedar Falls**. I have read and agree to have the above monthly fitness fees paid through the debit or credit card number provided for pre-arranged payments (EFT). The monthly draft will be on a month-to-month basis once the 6 month minimum commitment requirement is fulfilled. I understand that the non-use of the facilities does not entitle me to a refund. I understand that cancellation resets any commitment or pricing terms (holds are available once a year for a 3 month max with 30 day notice or doctor's note.)

\_\_\_\_\_ I understand **NLXF Cedar Falls** will make attempts to collect any late fees, NSF fees, unpaid months, etc., and this may include reporting to credit agencies your payment history, use of collection agencies to collect unpaid monthly dues. Any time **NLXF Cedar Falls** attempts to process this EFT request and your account blocks the attempt for any reason, our agent charges us a processing rejection fee. To cover this, you will be charged **\$15.00 for Non-Sufficient Funds (NSF)**. I understand that my account will be frozen until the account is brought current. After 3 attempts your account will be canceled and Fees will be applied.

- **Revocation of Authority** – **NLXF Cedar Falls** is authorized to transfer funds from your account until completion of 6 month minimum commitment and upon receipt of written notice. Notice must be received, by **NLXF Cedar Falls**, at least 30 days prior to the date on which your next EFT is payable and in person after the commitment period. **ANY CANCELLATION REQUEST MADE PRIOR TO THE MINIMUM TIME PERIOD REQUIREMENT WILL RESULT IN A CHARGE FOR THE FULL AMOUNT OF THE REMAINING PAYMENTS UNTIL PAID IN FULL.**
- **NLXF Cedar Falls** shall be held free and harmless from and against any and all claims, demands, actions, suits, or expenses (including reasonable attorneys' fees), whether based on contract, negligence, or otherwise, as may arise out of any act of failure to act on the part of **NLXF Cedar Falls** or any agent. In no event shall **NLXF Cedar Falls** be liable for any consequential, special, indirect, punitive, or exemplary damages or losses that you may incur or suffer by reason of this agreement of any payment affected under this agreement.
- **Adjustment to Amount** - **NLXF Cedar Falls** is hereby authorized to change the amount of the charge to your credit/debit account provided, however, we will contact you regarding the new payment amount in writing at least 30 days prior to the charge to your debit/credit account. You agree the payment change confirmation provided to you shall constitute adequate notice of payment change as such notice may be required by the Electronic Funds Transfer Act and Federal Reserve Board Regulation.

**I HEREBY ACCEPT AND AGREE TO THE TERMS AND CONDITIONS NOTED ABOVE**

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

NAME \_\_\_\_\_ BIRTH DATE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ PHONE # \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ EMAIL \_\_\_\_\_

**RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

In consideration of participating in health or fitness club activities, and for good and valuable consideration, I hereby to release and discharge from liability arising from negligence Ever Better Fitness, LLC, Next Level Extreme Fitness, LLC, Key West Tanning LLC and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that health and fitness club activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, musculoskeletal injuries, broken bones, and/or overuse injuries caused by equipment that breaks or otherwise fails; death as a result of drowning or brain damage caused by near drowning; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume—and bear the costs of—all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees; facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT**

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (PRINT minor's name) being permitted to participate in this activity, I further agree to indemnity and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian Name (PRINT) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_